

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



ITEM: 3.35
(ID # 22557)

MEETING DATE:
Tuesday, August 01, 2023

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Ratify and Approve the Professional Service Agreement with Colorado River Senior Citizens for Meal Production Services in Blythe, California without seeking competitive bids for the period of July 1, 2023 through June 30, 2026; District 4. [Total Cost: \$1,176,120; up to \$235,224 in additional compensation; 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Service Agreement with Colorado River Senior Citizens for Meal Production Services without seeking competitive bids for a total aggregate amount of \$1,176,120 for the period of July 1, 2023 through June 30, 2026; and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modification of the Scope of Services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total cost of the Agreement.

ACTION:Policy

Jewel Lee, Director of Office on Aging

7/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 1, 2023
xc: Office on Aging

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 392,040	\$ 392,040	\$ 1,176,120	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State 100%			Budget Adjustment:	No
			For Fiscal Year:	2023/24 - 2025/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In a collaboration effort, Colorado River Senior Citizens (CRSC), a California nonprofit corporation, will prepare nutritious meals to support the home-delivered meals direct service operation of the Riverside County Office on Aging (RCOoA). With the daily meals provided by CRSC, the RCOoA will administer its home-delivered meals program to eligible older adults aged 60 years and over and adults with a disability aged 18-59 years in Blythe, California, and surrounding communities.

The term of the Agreement is from July 1, 2023 through June 30, 2026. This Agreement will allow the RCOoA staff to deliver needed meals to individuals who are not physically able to travel to “grab and go” sites located in Blythe. Having a vendor to prepare nutritionally balanced meals allows the County to fulfill the requirements of the Older Americans Act Title IIIC-2 Nutrition Services its contracted to provide by the State of California through its Department of Aging (CDA).

This Agreement is in alignment with the RCOoA’s mission to allow individuals aged 60 years and over, and adults with a disability aged 18-59 years to maintain independence. Approval of this Agreement will ensure individuals obtain nutritionally approved meals daily.

Impact on Residents and Businesses

This Agreement will ensure individuals aged 60 years and over, and adults with a disability aged 18-59 years in Blythe, California and surrounding communities, will have daily nutritious meals and meet state requirements.

Additional Fiscal Information

There is no impact to the county general fund and no additional match is required.

Cost breakdown for the 3-year contract term for meal preparation services is as follows:

Description:	FY 23/24	FY 24/25	FY 25/26	Total
Annual Costs:	\$392,040	\$392,040	\$392,040	\$1,176,120

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

Contract History and Price Reasonableness

By way of Single Source Justification (SSJ), and due to CRSC's current status as an awarded senior meals service provider for Blythe residents and the current relationships and operational workflow that it has in place, it has been determined by RCOoA and approved by County Purchasing and Fleet Services that CRSC provides for the most efficient, cost-effective, and timely avenue for service/goods delivery.

RCOoA has been working over the past two years with County Purchasing to secure a vendor that is able and willing to provide approximately 150 fresh meals per day, to RCOoA to support its home delivered meals program for seniors. As part of these efforts, RCOoA released a Request for Information (RFI #OAARC-0022A) and as a result, received responses from CRSC and a large out of state private corporation that delivers frozen meals. RCOoA determined CRSC to be the most responsive and qualifying vendor to provide services in Blythe. In addition, pricing is at the same rate negotiated under vendor's other existing agreement (contract ID# OOA-2223-IIIC CRSC) which was subject to competitive bidding under request for proposal (RFP) # OAARC-0019 – Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services and approved by the Board on June 29, 2021, item 3.49.

ATTACHMENTS:

ATTACHMENT A. SERVICE AGREEMENT NO. OOA-2324-003 CRSC BLYTHE MEAL SERVICES

ATTACHMENT B. APPROVED SINGLE SOURCE JUSTIFICATION (SSJ) #24-0019



Meghan Hahn, Deputy Director of Procurement 7/14/2023



Erianria Lontajo, Principal Management Analyst 7/25/2023



Gregg Gu, Chief Deputy County Counsel 7/17/2023

PROFESSIONAL SERVICE AGREEMENT

for

Meal Production Services (Blythe)

between

**County of Riverside, Department of the Office on Aging
3610 Central Avenue, Suite 102
Riverside, CA 92506**

and

Colorado River Senior Citizens



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List of Exhibits

- Exhibit A- Scope of Service
- Exhibit B- Payment Provisions
- Exhibit C- Sample Order Form

This Agreement, made and entered into as of the date of last signature of both Parties, by and between Colorado River Senior Citizens, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY" and/or "RCOoA"). The Parties agree as follows:

1. OBJECTIVE

The objective of this contract is to partner with the CONTRACTOR in providing reliable and efficient meal preparation services for homebound adults aged 60 and over and adults with a disability aged 18-59, residing in Blythe, California. The primary goal is to address the nutritional needs of the senior population, promote their health and well-being, and support their independence by enabling them to remain in their homes and communities. The CONTRACTOR shall maintain the highest standards of food safety, quality, and service, while also ensuring cultural sensitivity and dietary accommodation, as requested by COUNTY.

2. DESCRIPTION OF SERVICES

2.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

2.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

2.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement without the written consent of the COUNTY.

2.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

2.1 This Agreement shall be effective from July 1, 2023 and continue in effect through June 30, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

4. COMPENSATION

4.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed One million, one hundred seventy-six thousand, one hundred twenty (\$1,176,120) under this Agreement, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement. Specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) calendar days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original invoices to:

Riverside County Office on Aging (RCOoA)
Attn: Accounts Payable
3610 Central Ave, Ste 102
Riverside, CA 92506

or

Invoices shall be sent to:

OOASubcontractorAP@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (OOA-2324-003 CRSC Blythe Meals); quantities; item descriptions; unit prices; extensions: sales/use tax if applicable; and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

4.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "weekly" in arrears. In the State of California, Government

agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

5. AVAILABILITY OF FUNDS

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not authorized to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, and shall have no further force and effect.

6. ALTERATION OR CHANGES TO THE AGREEMENT

6.1 The Board of Supervisors, the COUNTY Purchasing Agent/Director and/or Designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

6.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim.

7. Termination

7.1. COUNTY may terminate this Agreement without cause upon 30 calendar days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

7.2 In the event of a material breach, COUNTY may provide CONTRACTOR with written notice of the material breach, with such sufficient detail so CONTRACTOR can readily understand

the claim for material breach. CONTRACTOR shall have ten (10) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the COUNTY may terminate this Agreement immediately. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7.3 CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

7.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

7.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

7.6 CONTRACTOR's rights to payment under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

7.8 The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8. OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS

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

8.2 Notwithstanding the foregoing, CONTRACTOR shall retain ownership of all knowledge, techniques, procedures, routines, templates and methods which have been developed by CONTRACTOR in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services ("Contractor Tools"). CONTRACTOR shall grant the COUNTY, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that CONTRACTOR embeds in or provides with any work product or that are otherwise used in connection with the services.

9. CONDUCT OF CONTRACTOR

9.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

9.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

10. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE

10.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY provided that the nonconformance is not a result of: i) any defects in the software; ii) any inappropriate or improper usage of the work or services by the COUNTY, unless such actions are taken at the direction of CONTRACTOR; or iii) any circumstance not within the reasonable control of CONTRACTOR. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement pursuant to section 5.2 and charge to CONTRACTOR any reasonable costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

10.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

11. INDEPENDENT CONTRACTOR/EMPLOYMENT ELIGIBILITY

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

11.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

11.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

11.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

11.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

11.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

12. SUBCONTRACTING SERVICES

12.1 CONTRACTOR shall not enter into any subcontract with any subcontractor who:

- a. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- c. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above.

Has within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

12.2(a) CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

(b) CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

(c) Nothing contained in this MOU shall create a contractual relationship between any subcontractor or supplier of the CONTRACTOR and RCOoA.

13. DISPUTES

13.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. If either party is dissatisfied with the decision, that party may pursue all legal rights and remedies in a court of competent jurisdiction. If practical, the CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

13.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

14. LICENSING AND PERMITS

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

15. USE BY OTHER POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

16. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

17. RECORDS AND DOCUMENTS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY.

CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

18. CONFIDENTIALITY

18.1 The parties shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

18.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, or required by law, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

18.3 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's privileged or confidential information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's privileged or confidential information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

18.4 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

19. ADMINISTRATION/CONTRACT LIAISON

The COUNTY Purchasing Agent/Director, or Designee, shall administer this Agreement on behalf of the COUNTY. Each party shall designate a liaison that will be the primary point of contact regarding this Agreement. The COUNTY Project Manager during the term of this Agreement shall be the following party:

Name:	Juan Salazar
Title:	Social Services Supervisor II
Branch/Bureau:	RCOoA Programs and Operations
Physical/Mailing Address:	445 N Broadway Blythe, CA. 92225
Phone:	951-867-3924
Email (program lead):	JuSalazar@Rivco.org
Email (invoices & required documentation)	OOASubcontractorAP@rivco.org

CRSC shall so designate a liaison within 15 days of the execution of this Agreement and advise the County's Project Manager in writing forthwith.

20. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Office on Aging
 Attn: Procurement Contract Specialist
 3610 Central Ave, Ste 102
 Riverside, CA 92506
 Or via email to:
OOAContracts@rivco.org

CONTRACTOR

Colorado River Senior Citizens
 Attn: John Ewing
 HCR 20 Box 3408
 Blythe, CA 92225

21. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.

22. EDD REPORTING REQUIREMENTS

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

23. HOLD HARMLESS/INDEMNIFICATION

23.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any

kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

23.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein. COUNTY shall fully cooperate with CONTRACTOR in the course of any such defense, including, without cost, providing resources, information and individuals deemed reasonably necessary by CONTRACTOR to effectively defend any such action.

23.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

23.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

24. INSURANCE

24.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

25. GENERAL

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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

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

23.13 Except for CONTRACTOR's indemnification obligations as stated in this Agreement, CONTRACTOR's total liability to the COUNTY for direct damages shall be limited to three times (3X) the aggregate of fees paid or to be paid under this Agreement. In no event shall either party be responsible for any special, indirect, consequential, incidental, exemplary, or punitive damages of any kind or nature arising out of or related to this Agreement.

23.14 Aside from the warranties expressly contained in this agreement, contractor affirmatively excludes any and all other warranties, conditions, or representations (express or implied, oral or written), with respect to the services provided including any and all implied warranties or conditions of title, merchantability, or fitness or suitability for any purpose (whether or not the contractor knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose) whether arising by law or by reason of custom of the trade.

26. ELECTRONIC SIGNATURES

26.1 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform

Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

27. ENTIRE AGREEMENT

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


[Signature page to follow]

10/10/10

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

COLORADO RIVER SENIOR CITIZENS
California nonprofit corporation, dba Colorado River Senior Center

By: 
Name: Kevin Jeffries
Title: Chair, Board of Supervisors

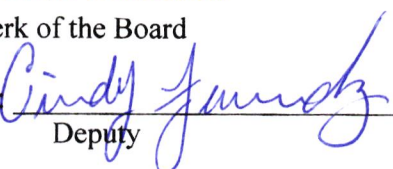
By: John Ewing
Name: John Ewing
Title: Executive Director

Dated: 08/01/2023

Dated: Jul 13, 2023

ATTEST:
KIMBERLY A. RECTOR

Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: Gregg Gu Jul 13, 2023
Name: Gregg Gu,
Title: Chief Deputy County Counsel

EXHIBIT A

AUG 01 2023 3.35

0833 Y 11111111

SCOPE OF SERVICE

This Scope of Service outlines the parameters of the coordinated provision of meal production services to COUNTY. COUNTY, through its Riverside County Office on Aging, and CONTRACTOR are sometimes herein individually referred to as a “party” or collectively referred to as the “parties”. The parties agree as follows:

1. COUNTY RESPONSIBILITIES

COUNTY shall:

1.1 Assign staff to be liaisons between the parties and place orders (see Exhibit A, Attachment 1, General Information).

1.2 Reimburse CONTRACTOR at a rate of no more than \$9.00 per meal between the dates of July 1, 2023, through June 30, 2026.

1.3 Provide CONTRACTOR notice every Tuesday of how many meals will be ordered for the following week via a completed Order Form (see exhibit B). When due to a Riverside County Observed Holiday (<https://www.rivcocob.org/ords/300/358.htm>) or another foreseeable event a Tuesday notice is not possible, COUNTY shall provide notice the next day in which no such event would preclude a notice.

1.4 Assign staff to verify and collect the daily order from CONTRACTOR at 9:00 AM PST, Monday-Friday, except on Riverside County Observed Holidays, per County Ordinance 358.8.

2. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

2.1 Assign staff to be a liaison between the parties.

2.2 Provide hot or otherwise appropriate nutritious meals and package each meal in a travel-friendly “to-go” container to be picked up at CONTRACTOR fulfillment site 1 Hidden Valley Road, Blythe, CA 92225, at 9:00 AM PST, five (5) days a week, Monday-Friday. Each meal must provide a minimum of one-third of the current Dietary Reference Intakes (DRIs) established by the Food and Nutrition Board of the National Academy of Sciences, Engineering, and Medicine as specified in Section 7638.5.

2.3 Develop a menu that meets the aforementioned DRIs nutritional requirements on a monthly basis. The approved menu shall be submitted to COUNTY no later than the 25th of each preceding month.

2.4 Coordinate the pick-up of the meals with COUNTY project liaison and assist with the loading of meals into COUNTY vehicles.

- 2.5 Services shall be performed at CONTRACTOR's fulfillment site located at **1 Hidden Valley Road, Blythe, CA 92225**.
- 2.6 The services shall be provided as needed.

**EXHIBIT B
Payment Provisions**

1. MAXIMUM REIMBURSABLE AMOUNT/PAYMENT SCHEDULE

Total payment under this Agreement shall not exceed in aggregate \$1,176,120.

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 - June 30, 2024	\$ 392,040
July 1, 2024 - June 30, 2025	\$ 392,040
July 1, 2025 - June 30, 2026	\$ 392,040
Total	\$1,176,120

* Funds may be shifted between fiscal years provided that the maximum aggregate amount of the Agreement is not exceeded. Advanced written approval from RCOoA is required for reallocating funds.

2. UNIT OF SERVICE COST RATE

CONTRACTOR shall be paid in accordance with the following unit of service cost rate. Unit of Service Cost rate encompasses the number of days per week, estimated quantity of meals to be served and the unit price.

Meals		
<u>Days per week</u>	<u>Est. Qty of Meals</u>	<u>Unit Price Per Meal</u>
7	140	\$9

Exhibit C

1. Sample Order Form:

Contract ID # VENDOR-2223-Blythe Meals

County of Riverside
Department of the Office on Aging
 3610 Central Avenue, Suite 102
 Riverside, CA 92506
 Phone: (951) 867-3800

ORDER FORM

PO #

VENDOR

Colorado River Senior Citizens, a California nonprofit Corporation
 dba Colorado River Senior Center
 ATTN: John Ewing, Executive Director

Fulfillment Address:
 1 Hidden Valley Road
 Blythe, CA 92225

Remittance Address:
 HCR 20, Box 3408 - Rio Loco
 Blythe, CA 92225

REQUISITIONER

Jared Katchmar, Senior Program Specialist
 Phone: (760) 771-0501

ORDER DESCRIPTION					COUNTY USE ONLY*		
Day	Date	Meals Qty	Unit Rate	Total	Time Rc'd	# of Meals Rc'd	Staff Initial
Mon	7/5	145	8.00	1,160.00			
Tue	7/6	145	8.00	1,160.00			
Wed	7/7	145	8.00	1,160.00			
Thu	7/8	145	8.00	1,160.00			
Fri	7/9	145	8.00	1,160.00			

SUB TOTAL	5,800.00
TAX	N/A
Other	N/A
TOTAL	5,800.00

*To be completed by County staff daily as orders are received and submitted by VENDOR to COUNTY as a supporting document for Request for Reimbursement Invoice.

If you have any questions about this purchase order, please contact
 Jared Katchmar, Senior Program Specialist
 (760) 771-0501



Riverside County Office on Aging
Aging & Disability Resource Connection

Jewel Lee, Director

Date: July 12, 2023
From: Jewel Lee, Director of the Riverside County Office on Aging
To: Board of Supervisors/Purchasing Agent
Via: Ryan Emblem, Contracts and Grants Analyst
Subject: Single Source Procurement; Request for Nutrition Services for Seniors in Blythe

The below information is provided in support of my department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. Supplier being requested:

Colorado River Senior Citizens, a California nonprofit corporation, dba Colorado River Senior Center

2. Vendor ID: 0000046713

3. Single Source Sole Source

(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

(*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes No

SSJ# 160717288

4a. Was the request approved for a different project?

Yes No

5. Supply/Service being requested:

(*If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements*)

Promoting a life of dignity, well-being and independence for older adults and persons with disabilities.

Programs & Administration
3610 Central Avenue, Suite 102
Riverside, CA 92506

West County
7894 Mission Grove Parkway South
Riverside, CA 92508

East County
44-199 Monroe Street, Suite B
Indio, CA 92201

877 – 932 – 4100

● FAX (951) 867-3830 ● TRS/TTY: 711 ●

must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

Meal preparation services for homebound adults aged 60 and over, and adults with a disability aged 18-59 in Blythe, Ca.

- 6. Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

The current relationships and workflow that vendor Colorado River Senior Citizens (CRSC) has in place provides the most efficient, cost effective and timely avenue for service delivery. Efficiency and cost savings are achieved through the expertise CRSC has in its familiarity with the residents, local products and services, and the relationships CRSC already has established with local food/grocery vendors to serve vulnerable communities in the area. Having this infrastructure already intact allows for CRSC to begin services immediately, meeting the nutrition needs of the older adult's community. Moreover, CRSC is an already awarded service provider of the Office on Aging (RCOoA) for Older Americans Act Title III C-2 Home-Delivered Meals (RFP #OAARC-0019). In this proposed temporary arrangement, CRSC will continue to provide their awarded III C-2 nutrition services under contract while also under a separate contract to provide the meals for RCOoA's direct service delivery of congregate and home-delivered meals.

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

RCOoA has been working over the past two years with County Purchasing to secure a vendor that is able and willing to provide 150 fresh meals per day, on average, to RCOoA to support its home delivered meals program for seniors. As part of these efforts, RCOoA—with assistance from Purchasing—released a Request for Information (RFI #OAARC-0022A) that included a bid/proposal element that yielded two bids/proposals: one from the existing vendor (CRSC), and the other from a large out of state private corporation that delivers frozen meals. Due to a myriad of other compounding issues in Blythe including, but not limited to, internal COVID-19 outbreaks among food preparation staff, unsafe working and public spaces, and others, RCOoA has been forced to shut down its direct service nutrition site which produced meals for home-delivery and congregate services and is now seeking to shift to a drive-thru "grab and go" meals model of service delivery in where a meal preparation vendor supplies the meals to RCOoA's specifications and RCOoA staff distributes the meals in the grab and go lines. Urgency for immediate service delivery is further impacted by harsh weather conditions and lack of readily available public resources in Blythe.

- 8. Period of Performance:** From: July 1, 2023 to June 30, 2026
(total number of years)

Is this an annually renewable contract? Yes No

Is this a fixed-term agreement: Yes No

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent’s authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY23/24	FY 24/25	FY 25/26	Total
Ongoing Costs:	\$392,040	\$392,040	\$392,040	\$1,176,120
<i>3-year contract term for meal preparation</i>				
Previous SSJ Approved Amounts:				\$154,440
<i>One year contract for 22/23</i>				
Total Costs				

Note: Insert additional rows as needed

10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

At a unit rate of \$9.00 per meal, CRSC works with Sysco and other local grocery distributors to provide special discounted pricing on bulk food orders. In its agreement in principal with RCOoA, CRSC will be notified at least one week in advance of how many meals to generate for RCOoA per day for that following week. Furthermore, the \$9.00 per meal includes coordination with the RCOoA Nutritionist to ensure the meals meet the nutrition standards required of RCOoA set forth by the California Department of Aging (CDA) and the Older Americans Act which funds the program.

The previously approved SSJ in the amount of \$154,440 was for a one-year term (FY 22/23). During this period, the unit rate per meal was \$8.00. In addition, CRSC was not preparing meals for weekends and holidays. Come FY 23/24 and beyond, CRSC will partner with RCOoA to provide more meals for an increased number of clients, including weekends and holidays.

In addition, pricing is at the same rate negotiated under vendor’s other existing agreement (contract ID# OOA-2223-IIIC CRSC) which was subject to competitive bidding under request for proposal

(RFP) # OAARC-0019 – Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services and approved by the Board on June 29, 2021, item 3.49.

11. Projected Board of Supervisor Date (if applicable): August 1, 2023
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Jewel Lee

Department Head Signature

Print Name

Date

(or designee)

6/13/2023



The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 392,040 / per fiscal year through 6/30/27 (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____



7/14/23

24-019

Purchasing Agent

Date

Approval Number

OOA - CRSC Blythe Meals SSJ 7-12-23 Final

Final Audit Report

2023-07-13

Created:	2023-07-13
By:	Libby Garcia (LibGarci@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAATHkp_e4ZDrxUmYK6702WkPQnnKaPZo-Z

"OOA - CRSC Blythe Meals SSJ 7-12-23 Final" History

-  Document created by Libby Garcia (LibGarci@RIVCO.ORG)
2023-07-13 - 0:34:34 AM GMT
-  Document emailed to Jewel Lee (jelee@rivco.org) for signature
2023-07-13 - 0:35:00 AM GMT
-  Email viewed by Jewel Lee (jelee@rivco.org)
2023-07-13 - 2:45:23 PM GMT
-  Document e-signed by Jewel Lee (jelee@rivco.org)
Signature Date: 2023-07-13 - 2:51:53 PM GMT - Time Source: server
-  Agreement completed.
2023-07-13 - 2:51:53 PM GMT