

SCOPE OF SERVICES/PAYMENT PROVISIONS
MAIN STREET BAKERY & CATERING
TO PROVIDE HOME DELIVERY MEAL SERVICES
JUNE 5, 2020 – DECEMBER 20, 2020

I. CONTACT INFORMATION

CONTRACTOR:

Contact Person &
Disaster Preparedness

Luz Cedillo, Owner
711 S. Main St.
Salinas, CA 93901
(831) 262-5977
mainstreetbakeryandcatering@gmail.com

COUNTY Contract Manager:

Kathleen Murray-Phillips, Management Analyst
Area Agency on Aging
Department of Social Services
1000 South Main Street, Suite 301
Salinas, CA 93901
(831) 796-3530
murrayphillipsk@co.monterey.ca.us

II. OFFICE AND SITE LOCATIONS

Administrative Offices/Restaurant Location:

711 S. Main St.
Salinas, CA 93901

III. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

- a. Clean Air Act, as amended. [42 USC 7401]
- b. Clean Water Act, as amended. [33 USC 1251]
- c. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- d. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
- e. Public Contract Code Section 10295.3
- f. Occupational Safety and Health Administration applicable regulations [OSHA Act].
- g. In accordance with all Food & Safety regulations.

EXHIBIT AA**IV. SERVICES TO BE PROVIDED BY CONTRACTOR (includes invoicing and reporting)**

CONTRACTOR shall follow all requirements of two programs to provide meals to seniors and provide up to 3 meals per day to referred clients with the following guidelines:

- a. Two restaurant meals for seniors programs:
 - i. Great Plates Delivered, and;
 - ii. AAA CARES Meals.

- b. Meal Standards and Menu Planning
 - i. Must be able to accommodate dietary restrictions for clients.
 - ii. Breakfast
 - Low in sodium
 - No sugary drinks (<24 calories / 8oz)
 - Fruit juice must be 100% fruit based
 - iii. Lunch and Dinner
 - Low in sodium
 - Piece of fresh fruit or vegetable on each
 - No sugary drinks (<24 calories / 8oz)
 - Fruit juice must be 100% fruit based

- c. Menu Preparation and Approval
 - i. Prepare a weekly menu (Monday through Sunday) and deliver a paper copy to each participant on the previous Friday.
 - ii. The weekly menu must be emailed to the COUNTY Contract Manager by 12:00 pm on the Thursday before the menu will go into effect.
 - iii. The weekly menu shall be distributed to Clients with their regularly scheduled meal delivery on the Friday before the menu will go into effect.

- d. Delivery Standards
 - i. Meals are to be delivered 7 days per week with 1 delivery per day to each client assigned to CONTRACTOR.
 - ii. Meal delivery should be scheduled for delivery during late morning and include:
 1. Lunch
 2. Dinner
 3. Breakfast for next day
 4. The actual meals delivered may vary depending on the client's needs.

EXHIBIT AA

iii. Delivery Process:

1. Delivery Drivers must announce themselves by using either a doorbell or knocking loudly;
2. Observe the front door to ensure meals are picked up by the Client.
3. If meals are not picked up by the Client, the Delivery Driver shall try to reach the Client by telephone.
4. If meals are not picked up by the Client, the Delivery Driver shall leave a note for the Client to call the CONTRACTOR.
5. The Delivery Driver will not leave the meals and will take them back to the CONTRACTOR and discuss the details of the attempted delivery.
6. CONTRACTOR will notify the County Contract Manager the same day if delivery is unsuccessful after an attempt to contact the Client by telephone and let them know that meal deliveries are being discontinued.
7. Meal service to Client shall not be reinitiated by CONTRACTOR until authorized by the County Contract Manager.

e. Delivery Service.

- i. Is CONTRACTOR using a delivery service (circle) YES or **NO**
 1. If yes, what is name of service: _____
- ii. If No, please supply background reports on the drivers being used.
 1. No Delivery Driver may be used until the COUNTY has received a copy of the Delivery Driver's background report.

f. Referral and Reservation System

- i. COUNTY Contract Manager or designee shall email CONTRACTOR two weekly lists of eligible Clients (one for each Program):
 1. COUNTY Contract Manager may add Clients at any time during the week.
 2. CONTRACTOR must be able to begin service to new Clients within 24-hours of receiving the notice.
- ii. Client referrals shall include:
 1. Client Name
 2. Client Phone Number
 3. Client Address
 4. Client Dietary Restrictions

V. CONTRACTOR RECORDS AND INVOICING

- a. Records must maintain details that include:
 - i. Verification that Client will be home during the delivery period.
 - ii. Verification that meals are wanted by the Client.
 1. A record of which meal(s) will not be delivered if such a request is made by Client.
- b. Restaurants will complete the two provided weekly participant listings with the meals delivered and return to the COUNTY with a weekly invoices (see EXHIBIT B and

EXHIBIT AA

- EXHIBIT C for Sample Invoices) and Weekly Delivery Tracking Sheet (see EXHIBIT D for Sample Weekly Delivery Tracking Sheet). If delivery service is used, a copy of the weekly delivery invoice needs to accompany the weekly invoice.
- c. COUNTY Contract Manager will review and validate the invoice for payment and shall forward to Fiscal for payment weekly.

VI. CONTRACT TERM

This contract is dependent on support by the Federal Emergency Management Agency (FEMA) and the State of California and may be discontinued at any time as per the terms in the contract Sections 3.0 and 7.0.

VII. PAYMENT SUMMARY

- a. Meal charges cannot exceed the amounts listed below per meals delivered and the once daily delivery fee cannot exceed six dollars (\$6). A maximum of sixty-six dollars (\$66) per day, per participant is allowed. However, meals not wanted by the participant must not be prepared, charged for, or delivered.

Breakfast	Lunch	Dinner	Delivery	Daily Total
\$15	\$17	\$28	\$6	\$66

- b. The maximum amount payable by COUNTY to CONTRACTOR for meals and delivery for participants of the Great Plates Delivered and AAA CARES Meals Programs for the entire contract period of June 1, 2020 through December 20, 2020 shall not exceed three hundred and forty thousand dollars (\$340,000).
- c. COUNTY shall reimburse CONTRACTOR in the form of a COUNTY Procurement Visa Card within 7 business days of receipt of the invoice.
- i. If CONTRACTOR would prefer a check process instead, please notify COUNTY at time of signing agreement for other arrangements to be made.
 - ii. CONTRACTOR understands that the “check” process is a longer turnaround for payment.
- d. All parties agree that Section 6.04 in the Standard Agreement does not apply to this agreement. The above-mentioned payment terms apply to this agreement.

VIII. MISCELLANEOUS PROVISIONS

- a. All parties agree to add the following Section 7.04 to the Standard Agreement: CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to the COUNTY. Out of respect of the client's being served, CONTRACTOR will provide as much notice as is feasible so that COUNTY may seek these services elsewhere. Good Cause shall include, but not be limited to, labor shortages and supply chain problems that limit availability of raw materials necessary to carry out the work.