

AGENDA SHEET

BOARD MEETING DATE: AGENDA CATEGORY: DATE OF AGENDA SHEET: PREPARED BY: PRESENTED BY: July 7, 2025 Action Item June 25, 2025 Cimberlee Keesbery Cim Keesbery and Sharon Longhurst-Pritt

#### SUBJECT:

Recommendation and approval to award a sole source contract to the City of Rifle to provide meals for the Older Adult Meals Program for the western portion of Garfield County.

#### SUMMARY OF SOLICITATION:

In accordance with Article 3.5 of the Garfield County Procurement Code ("GCPC"), we are asking the BOCC for approval of a Sole Source contract with the City of Rifle as justified in the attached sole source justification form.

Funding for this program is from a Federal grant from the Area Agency on Aging, Garfield County, contributions from local municipalities, and program participants.

#### **NECESSARY BOARD ACTION:**

Discuss and either approve or disapprove the award of a sole source contract to the **City of Rifle** in an amount not to exceed **\$182,500.00** to provide meals for the Older Adult Meals Program for the western portion of Garfield County and authorize signature of the contract if approved.

#### **STAFF RECOMMENDATION:**

It is the recommendation of staff that the Board award a contract to the **City of Rifle** in an amount not to exceed **\$182,500.00** to provide meals for the Older Adult Meals Program for the western portion of Garfield County.

#### Sole Source Justification

Garfield County Procurement Code Article 3.5

Sole Source refers to the supplier, not the product or service to be obtained from the supplier.

A Sole Source Purchase is any purchase of a good or service with a contract requirement of \$10,000 or more that does not meet the competition solicitation standards of either a Simplified Purchase or a Standard Purchase, and includes any contract amendment or extension outside the terms of the original solicitation and contract.

A Sole Source Purchase is justified when the required item or service is available only from a single supplier under the prevailing conditions and is permissible only after the County Manager approves this Justification.

Based upon the following information, the undersigned requests that the County Manager approve a Sole Source Purchase:

- Description of Good/Service required, as more specifically identified in the <u>attached</u> Specifications or Scope of Work: <u>Western Garfield County meals for Older Adult P1</u> (attachment is required).
- 2. Amount Budgeted and Appropriated: \$182,500
- 3. Will the contract term need to extend beyond the current calendar year? 7/1/2025-6/30/2026
- 4. Proposed Contractor/Vendor: City of Rifle
- 5. The reason(s) this Contractor/Vendor is the only supplier for this Good/Service is/are: The City of Rifle through the Rifle Senior Center has provided meals to the Garfield County Older Adults Congregate Meals Program for several years. There have been past RFPs to assessment the availability of other vendors without success. Rifle Senior Center is able to complex with all requirements of the program. Other similar kitchen commericial facilities are, such as RE-2 schoolsor Grand River Hospital have not expressed an interest in the contract. The City of Rifle has been an excellent partner in serving the older adults in Western Garfiele County.

Completed by:	Sheila Strouse		Digitally signed by Sheila Strouse Date: 2025.04.25 08:32:16 -06'00'	Date: _	
	Name:	e: Sheila Strouse			
	Title:	Child, Family	y & Adult Services Division Manaş		
Approved:	County	Manager	45	Date: _	1/28/25

# ATTACHMENT A

# SCOPE OF SERVICES

# Garfield County Older Adult Meals Contract/New Castle, Silt, Rifle, and Parachute

## 2025-2026

Purpose: To prepare appropriate and dietitian approved noon-time meals for transport to four approved congregate (served hot in a congregate setting) meal sites in New Castle, Silt, Rifle and Parachute. Meals are served Monday - Friday throughout Garfield County. Meals are expected to be delivered to the meal sites by 11:45 a.m. at the latest so that meals can be served promptly at noon.

## **Contractor shall:**

- 1. Provide agreed upon services for delivery to:
  - a. RIFLE SENIOR CENTER (Senior Delight Meal Program located at 50 Ute Ave in Rifle) on Tuesdays, Thursdays, and Fridays.
  - b. VALLEY SENIOR CENTER (located at 540 North Parachute Avenue in Parachute) on Mondays and Wednesdays at 11:45 p.m.
  - c. SILT TOWN CENTER (Meet n' Eat Meal Program located at 600 Home Avenue in Silt) on Wednesdays at 11:45 p.m.
  - d. NEW CASTLE SENIOR HOUSING COMPLEX (The Gathering located at Castle Valley Ranch in New Castle) on Mondays at 11:45 p.m.
- 2. Purchase the food required for the meal preparation according to the following specifications:
  - a. Milk and buttermilk shall be fresh pasteurized; 2% or lower.
  - b. Fresh produce shall be US Grade No. 1 or equivalent.
  - c. Canned goods shall be no lower than US Grade B or equivalent.
  - d. Frozen or dried foods shall be no lower than US Grade B.
  - e. Cheese shall be US Grade A.
  - f. Spices and condiments shall be fresh and good quality (to include salt, pepper, ketchup, soy sauce, mustard, mayonnaise, creamer, and sugar, etc.), as well as coffee and tea products.
  - g. Meats, poultry, and fish shall be no lower than US Grade Good: all USDA inspected and no more than 30% fat content by weight.
  - h. Breads, crackers, and pastry shall be all good quality made with enriched flour and whole wheat, if possible.
  - i. Rice shall be long grain, enriched or converted.
  - j. Textured vegetable protein may be mixed with meats in the amount not to exceed 30%.
  - k. Breading for meat products shall not exceed 25% of weight.
  - 1. All food purchases are through an approved commercial vendor.

- m. No foods past their expiration or use-by-date shall be used or served in the GCDHS Older Adult Meal Program.
- n. Home prepared foods, such as canned, frozen or potluck dishes cannot be used.
- 3. Prepare food using low—sodium techniques.
- 4. Prepare food low in fat; saturated fat and cholesterol whenever possible.
- 5. Provide space, equipment, fixtures, and utilities necessary to perform the work stated above.
- 6. Follow food safety and handling requirements. The Contractor shall adhere to the Colorado Department of Public Health and Environment's most current retail food establishment policy and regulations.
- 7. Serve menus as planned unless a substitution is approved in advance of the meal. A complete menu move from one day to another does not constitute a substitution. The Menu Substitution Form (Attachment #5) must submitted GCDHS Older Adult Meal Program Registered Dietitian and approved in advanced to include:
  - a. date of substitution
  - b. original menu item/s
  - c. substitute item/ s and
  - d. reason for the substitution
- 8. Ensure that all food service supervisory personnel is trained and certified in a food safety and sanitation program i.e., ServSafe Manager with documentation provided to GCDHS annually. Food preparation staff work under the supervision of a certified food handler (e.g., ServSafe Manager or another Health Department sponsored food handler's class) who ensures that application of hygienic techniques and practices in food preparation and services. Food Safety in service training shall be provided by Contractor for all paid food services personnel every six months.
- 9. Shall maintain storage and preparation facilities in a clean, safe condition that complies with all Federal, State, and local laws and regulations governing the storage, handling, and transportation of food. Contractor shall procure and keep current all licenses, permits and food handler cards required by law.
- 10. Transport and or serve hot food at a temperature of 135 degrees or above.
- 11. Transport and or serve cold food at a temperature no higher than 41 degrees.
- 12. Provide written documentation of daily kitchen temperatures of hot and cold food in writing to the GCDHS Older Adult Meal Program at the time of receipt. Staff will add the temperatures at the beginning and end of the meal service at each meal site. GCDHS Older Adult Meal Program staff will return a copy of the form to the Contractor after meal service is completed. (Attachment 3)
- 13. All equipment utilized for meal preparation, storage, or transport prior to the beginning of this Agreement shall be the property of the Contractor. Repair and maintenance shall be the responsibility of the Contractor.
- 14. Not be suspended or disbarred from receiving federal funds.
- 15. Be legally able to perform work in Colorado and shall be able to continuously meet the County's insurance requirements.

- 16. Adhere to Volume (10) Services for the Aging State Rules and Regulations (12 CCR 2510—1), and Section IV of the Colorado Department of Human Services Division of State Unit on Aging Policy and Procedure Manual.
- 17. Provide meal component ingredients to GCDHS to make available Major Food Allergen information to consumers per U. S. Food and Drug Administration Food Code (2022).
  Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, FALCPA); and Food Allergy Safety, Treatment, Education, and Research Act of 2021 (FASTER Act). "Major food allergen" means:
  - a. Milk, EGG, FISH (such as bass, flounder, cod, and including crustacean shellfish such as crab, lobster, or shrimp), tree nuts (such as almonds, pecans, walnuts), wheat, peanuts, soybeans and sesame; or
  - b. A FOOD ingredient that contains protein derived from a FOOD, as specified in Subparagraph (1)(a) of this definition.

## **Garfield County Department of Human Services shall:**

- 1. During operational hours, GCDHS Older Adult Meal Program reserves the right to inspect the work accomplished by the Contractor under this agreement. Such inspections shall include all food storage and preparation areas; and to assure that the work is proceeding in a timely and satisfactory manner.
- 2. Have the right to inspect the food to determine compliance with regulations and to withhold payment for meals not meeting prescribed requirements.
- 3. Maintain records on-site of the Menu Substitution Form.
- 4. Provide Coffee, Tea, and Water and store all beverages for meal days (except Rifle)
- 5. Provide take-out containers for leftovers with a food safety information label. Each consumer that chooses leftovers homes shall be advised by GCDHS that they are taking the leftovers at their own risk. (except Rifle)
- 6. Ensure training and certification of Older Adult Programs staff in a food safety and sanitation program i.e., ServSafe Manager with documentation. The certified staff will ensure that application of hygienic techniques and practices in food preparation and services. Food Safety in-service training shall be provided by GCDHS to all volunteers every six months.
- 7. Be responsible for the serving of food and accounting for the monies received (Rifle only)
- 8. Be responsible for maintaining applicable health standards and proper temperatures throughout the serving time. Document the temperatures at the beginning and end of the meal service at each meal site. GCDHS Older Adult Meal Program staff will return a copy of the form to the Contractor after meal service is completed.
- 9. Communicate an accurate meal count to Contractor by 3:00pm two business days prior to each meal; Monday count is provided on Friday.
- 10. Communicate any modified diet needs to Contractor no later than the day before the meal day.
- 11. Parachute, Silt, and New Castle sites:
  - a. Find and coordinate meal day volunteers.

- b. Provide all cleaning supplies.
- c. Provide cups, silverware, dishes, etc. for each meal day and wash all at the end of each meal.
- d. Set up and take down dining room each meal day.
- e. Maintain all supplies and equipment.
- f. Store any extra food in each meal site's pantry, freezer or refrigerator if needed.
- 12. Handle all intake paperwork for congregate participants and conduct re-assessments for all meal participants and inform program participants of and be responsible for implementing regulations and procedures such as:
  - a. Participant Eligibility Individuals sixty (60) years of age or older and their self declared spouse, a volunteer under 60, and Persons with disabilities under special conditions as outlined in State Unit on Aging Policy and Procedures 411.1.
  - b. Participant Contributions Individuals receiving meals are provided an opportunity to contribute to the cost of the meal. No participant shall be denied a meal for not contributing.
  - c. Guests Guests under 60 may consume a meal only when it shall not deprive an eligible individual of an opportunity to receive a meal. Guests shall be asked to pay the posted guest fee. (Reference cite: Volume 10, Section 10.470 (B).
- Adhere to Volume (10) Services for the Aging State Rules and Regulations (12 CCR 2510—1), and Section IV of the Colorado Department of Human Services Division of State Unit on Aging Policy and Procedure Manual.
- 14. Make available Major Food Allergen information to consumers per U. S. Food and Drug Administration Food Code (2022).

# GCDHS Older Adult Meal Program menus shall:

- Be prepared by the GCDHS Older Adult Meal Program staff and/or the registered dietitian along with meal preparation plans. The Contractor shall follow the menu as submitted and meet the State Unit on Aging requirements. Menus will be shared with the contractor by the 20<sup>th</sup> of the month prior.
- 2. Contain at least one—third of the current recommended dietary allowance (RDA) as analyzed, utilizing the Nutrient Standards Method or acceptable computer program method.
- 3. Consider the special needs of the elderly and ensure that each meal contains at least one—third (33 1/3%) of current RDA as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences.
- 4. Contain at least 600 calories. Nutritional adequacy shall be documented with computer analysis by the GCDHS Older Adult Meal Program registered dietitian. Maintenance of optimal nutritional status through menu planning is reflected in menus moderate in fat, salt, simple sugars and high in fiber.
- 5. Include portion control amounts.
- 6. At a minimum, each meal shall provide:
  - a. one serving (2-3 ounces) of meat or meat alternative,
  - b. two cup servings of fruit and/or vegetables excluding pasta, rice, and dessert,

- c. eight ounces of 2% or lower milk or buttermilk,
- d. one serving of bread or bread alternative prepared from recipe (whole wheat if possible)
- e. Condiments such as vinegar, ketchup, mustard, salt, pepper, etc.

## **Transportation**

Bulk temperature-controlled containers shall be utilized for meal transport and provided to the contractor prior to the start of meal contract. These Cambro containers shall be used by the contractor to transport food to New Castle, Silt, Rifle and Parachute locations.

## **Closures**

Meal sites shall be closed according to the holiday schedule established by the Garfield County Board of County Commissioners (Attachment 6). Any change requests from this schedule requires approval from the Board of County Commissioners.

# <u>Payment</u>

- 1. Garfield County Department of Human Services Senior Meal Program GCDHS Senior Meal Program) shall pay for the exact number of meals ordered for all locations.
- Monthly invoices for payment shall be received in the Garfield County Department of Human Services 195 W. 14th Street, Building B, Rifle CO 81650 or via email at <u>DHSolderadultprograms@garfield-county.com</u> the fifteenth (15<sup>th</sup>) of the following month to ensure payment can be made to the contractor in a timely manner.
- 3. Payments to the contractor may include Nutrition Service Incentive Program (NSIP) funds. The NSIP Eligible cost and NSIP Raw food portion of the unit cost reimbursement must be clearly identified on the monthly invoices. To comply with Federal regulations, the contractor agrees to the following:
  - a. Maintain all menus, receipts, and inventory reports for a period of three years,
  - b. Use for purchase of foods grown only in the United States.
  - c. Contractor will adhere to all program guidelines. The NS IP Fund Authorization and Regulations may be found in:
  - d. Older Americans Act: Section 311
  - e. Volume 10: Sections 10.312; 10.411. 6; 10.412.1; and 10.412.6
  - f. Policy & Procedure Manual: Sections 401.2; 411.1; 411.6; and 412.6
  - g. Contractor agrees to follow how NSIP funds may be used:
    - i. OAA Section 311(d)(4):
    - ii. Domestically produced foods are defined as:
    - iii. Agricultural food grown in State/Territories/Tribes or
    - iv. Food products processed/ produced States/ Territories/ Tribes
    - v. Specifically, contractor agrees that funds may not be used for:
    - vi. Program costs
    - vii. Administration costs production costs, such as labor, transportation, equipment, congregate site operations, home delivery costs or total catered cost of a meal

- viii. Other service costs such as nutrition education or nutrition counseling
  - ix. Contractor further agrees that it shall not use the funds to supplant other contracts/ programs, and that it is subject to Uniform Guidance (2 CFR Part 200) monitoring requirements.



# **Budget Worksheet Report**

Budget Year 2025

	2025 BOCC final	
Account Account Description	approval	
Fund 121 - Human Services		
EXPENSE		
Department 21 - Human Services		
Sub Department 120 - DHS - Senior Programs		
Secondary Sub 012 - Senior Nutrition		
Professional & Tech Svcs		
Other Professional		
4330 Professional - Other	334,091.00	
4330.210 Prof Oth - DHS NSIP	21,000.00	
Other Professional Totals	\$355,091.00	
Professional & Tech Svcs Totals	\$355,091.00	
Secondary Sub 012 - Senior Nutrition Totals	\$355,091.00	
Sub Department 120 - DHS - Senior Programs Totals	\$355,091.00	
Department 21 - Human Services Totals	\$355,091.00	
EXPENSE TOTALS	\$355,091.00	
Fund 121 - Human Services Totals		
EXPENSE TOTALS	\$355,091.00	
Fund <b>121 - Human Services</b> Totals	(\$355,091.00)	
	(1)	
Net Grand Totals		
REVENUE GRAND TOTALS	\$0.00	
EXPENSE GRAND TOTALS	\$355,091.00	
Net Grand Totals	(\$355,091.00)	