

**CITY AND COUNTY OF SAN FRANCISCO**

**SECOND AMENDMENT**

**CONTRACT ID: 1000018223**

THIS SECOND AMENDMENT (this “Amendment”) is made as of **November 15, 2020**, in San Francisco, California, by and between **Off the Grid Services LLC, 2 Marina Blvd. C370, San Francisco, CA 94123** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its **Human Services Agency**.

**RECITALS**

WHEREAS, City and Contractor have previously entered into an agreement dated May 29, 2020 (the “Agreement”); and  
First Amendment dated August 31, 2020

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to revise the term; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Qualifications (“RFQ”) #999 issued on April 23, 2020, in which City selected Contractor;

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution #546-20 on December 11, 2020;

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Modifications to the Agreement.**

1. **Article 2.1.** Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on **May 29, 2020** and continue through **December 31, 2020**, unless earlier terminated as otherwise provided herein.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on **May 29, 2020** and expire on **May 28, 2021**, unless earlier terminated as otherwise provided herein.

2. **Article 3.3.1. Payment** of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in

Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million, Four Hundred Five Thousand Dollars (\$9,405,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby superseded in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B-1, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Twenty Eight Million, Seven Hundred Ten Thousand Dollars (\$28,710,000). The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B-1. In no event shall City be liable for interest or late charges for any late payments.

3. **Appendix A.** Appendix A of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

4. **Appendix B.** Appendix B, Calculation of Charges of the Aforesaid Agreement displays the original total amount of \$9,405,000.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges which displays the budget as herein modified to \$28,710,000.

5. This Amendment shall be effective on and after the date of this Amendment.

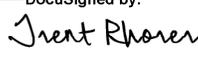
6. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

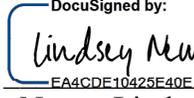
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**OFF THE GRID SERVICES LLC**

Approved by:

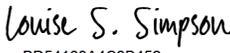
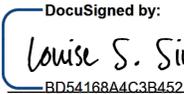
DocuSigned by:  
 12/22/2020  
By:   
Trent Rhorer  
Executive Director  
Human Services Agency

DocuSigned by:  
 12/21/2020  
By:   
Print Name: Lindsey Newton  
Title: Chief Financial Officer  
Address: 2 Marina Blvd. C370  
City, State ZIP: San Francisco, CA 94123

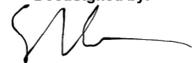
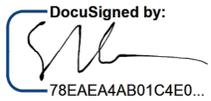
City Supplier ID: 0000042567

Approved as to Form:

Dennis J. Herrera  
City Attorney

DocuSigned by:  
 12/22/2020  
By:   
Louise S. Simpson  
Deputy City Attorney

Approved:

DocuSigned by:  
 12/23/2020  
By:   
Sailaja Kurella,  
Acting Director of the Office of Contract  
Administration, and Purchaser

## **Appendix A-1 Services to be Provided**

### **I. Purpose of Contract**

The purpose of the Great Plates Delivered San Francisco program is to provide meals to adults 65 and older and adults 60-64 who are at high-risk and to support local restaurants and other food provider/agricultural workers at risk during the COVID-19 crisis.

### **II. Target Population**

Individuals who are 65 and older, or 60-64 and at high-risk as defined by the CDC;  
Individuals who live alone or with one other program-eligible adult;  
Participants must not be currently receiving assistance from other state or federal nutrition assistance programs;  
Participants must earn no more than 600% of the federal poverty limit;  
Individuals must affirm an inability to prepare or obtain meals.

### **III. Description of Services**

Contractor shall provide the following services during the term of this contract:

Delivery of 3 meals per day to identified eligible participants, per screening conducted by Department of Disability and Aging Services (DAS) Integrated Intake and submitted to Off the Grid.

Meal expectations are as follows:

1. Three (3) meals per day
2. Menus should rotate to provide variety, and meet preferences per intake screening
3. The meals should be healthy and reflect USDA nutrition guidelines ([MyPlateGuidelines](#))
4. Breakfast should include
  - a. 4 ounces protein (yogurt, eggs, cottage cheese, cheese, beans, sausage, etc)
  - b. Fruit
  - c. 4 ounces starch (muffin, bagel, tortilla, baked good, etc)
  - d. Orange juice/apple juice/water (no added sugar)
5. Lunch/Dinner should be 14-16 ounces in total weight, broken down by roughly
  - a. 6 oz protein
  - b. 4 oz starch or grain
  - c. 4 oz vegetable
  - d. Bottled water (12-16 ounces), if requested
6. At least dinner must be a hot; breakfast and lunch may be either hot or cold
7. Menu Option Requirements:
  - a. No meals should have nuts or shellfish
  - b. No apples or raw carrots
  - c. All meals should be low salt
  - d. Based on the special needs of clients at each site, these options must be accommodated:
    - Mechanical soft for those with dental issues (ie easy to chew)
    - Diabetic
    - Allergic to: eggs/lactose/gluten/ ETC
    - Vegan
8. Snack examples: (Banana + granola bar), (Cheese, crackers, fruit) (Cliff bar + fruit)

Packaging Requirements:

1. Individually wrapped/boxed
2. Compostable utensils/napkins, if provided

**IV. Delivery Schedule**

Meals will be delivered based on participant Intake screening, but will be no less than 3 times per week and no more than daily.

**V. Service Objectives**

Provide meals to identified eligible individuals per screening by DAS Intake as indicated on daily spreadsheet of participants.

Adhere to food preferences, allergies, and special diets as indicated by Intake assessment.

Collect data and submit to program manager weekly, including:

- a. Number of individuals receiving meal support
- b. Number of meals provided per individual
- c. Dates meals delivered
- d. Number of recipients over age 65
- e. Number of recipients ages 60-64

**VI. Reporting Requirements**

Grantee will provide a monthly report of activities, referencing the tasks as described in Section V Service Objectives. Grantee will enter the monthly metrics in the CARBON database by the 15th of the following month.

- a. Total number of meals provided per date per site
- b. Total number of special meal accommodations

For assistance with reporting requirements or submission of reports, contact:

[Rocio.Duenas@sfgov.org](mailto:Rocio.Duenas@sfgov.org)

Contract Manager, San Francisco Human Services Agency

or

[Melissa.McGee@sfgov.org](mailto:Melissa.McGee@sfgov.org)

Program Manager, San Francisco Human Services Agency

## Appendix B-1 Calculation of Charges

- I.** Contractor shall submit invoices on a monthly basis. Invoices shall document the number of meals provided as outlined in Appendix A-1, and any additional work performed under the scope of this contract.
- II.** Invoice Payments: Compensation shall be based on invoice payment amounts of \$60 per person per day for up to 1,500 clients per day.

# of People per day	# of Days	Meal Rate	Total	Contingency	Not to Exceed
1,500	290	\$60	\$26,100,000	\$2,610,000	\$28,710,000

- III.** The total contract amount is \$26,100,000 plus a contingent amount of \$2,610,000 for a total amount not to exceed \$28,710,000 for the term 5/29/20-5/28/21.
- IV.** Invoices submitted for payment will include status reports detailing the executed work, location, number of meals provided, and type of meal. Program Manager verification and approval of the work detailed in the status reports and the invoices is required for payment.
- V.** A final closing invoice, clearly marked "FINAL," shall be submitted no later than thirty (30) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. City's final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.