

CITY AND COUNTY OF SAN FRANCISCO

THIRD AMENDMENT

CONTRACT ID: 1000018283

THIS FIRST AMENDMENT (this “Amendment”) is made as of **May 1, 2021**, in San Francisco, California, by and between **MOONSTAR BUFFET RESTAURANT, 383 Gellert Blvd, Daly City, CA 94015** (“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 June 22, 2020 (the “Agreement”); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term, and increase the contract amount; 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; and

WHEREAS, the City’s Board of Supervisors approved this Amendment by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

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 **June 22, 2020** and continue through **April 30, 2021**, 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Such section is hereby superseded in its entirety to read as follows: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 **June 22, 2020** and expire on **December 31, 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, Three Hundred Thirty Nine Thousand Dollars (\$9,339,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-2, "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-2. 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 **Seventeen Million, Four Hundred Twenty Four Thousand Dollars (\$17,424,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-3, "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-3. In no event shall City be liable for interest or late charges for any late payments.

3. **Appendix A.** Appendix A-2 of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-3, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

4. **Appendix B.** Appendix B-2, Calculation of Charges of the Aforesaid Agreement displays the original total amount of **\$9,339,000**.

Such section is hereby superseded in its entirety by Appendix B-3, Calculation of Charges which displays the budget as herein modified to **\$17,424,000**.

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

MOONSTAR BUFFET RESTAURANT

Approved by:

By: _____
Trent Rhorer
Executive Director
Human Services Agency

By: _____
Print Name: Daisy Li
Title: Chief Financial Officer
Address: 383 Gellert Blvd.
City, State ZIP: Daly City, CA 94015

Approved as to Form:

City Supplier ID: 0000037416

Dennis J. Herrera
City Attorney

By: _____
David Ries
Deputy City Attorney

Approved:

Sailaja Kurella,
Acting Director of the Office of Contract
Administration, and Purchaser

Moonstar Buffet Restaurant
Great Plates Delivered
June 22, 2020 to December 31, 2021

Appendix A-3
Services to be Provided

I. Purpose of Grant

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

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

Delivery of three (3) meals per day to identified eligible participants, per screening conducted by Department of Disability and Aging Services (DAS) Integrated Intake and submitted to Moonstar Buffet Restaurant.

Meal expectations are as follows:

- Three (3) meals per day (breakfast, lunch, dinner)
- Menus should rotate to provide variety, and meet preferences per intake screening
- The meals should be healthy and reflect USDA nutrition guidelines ([MyPlateGuidelines](#))
- Breakfast should include:
 - 4 ounces protein (yogurt, eggs, cottage cheese, cheese, beans, sausage, etc)
 - Fruit
 - 4 ounces starch (muffin, bagel, tortilla, baked good, etc.)
 - Orange juice/apple juice/water (no added sugar)
- Lunch/Dinner should be 14-16 ounces in total weight, broken down by roughly:
 - 6 oz. protein
 - 4 oz. starch or grain

- 4 oz. vegetable
- Bottled water (12-16 ounces), if requested
- At least dinner must be a hot meal; breakfast and lunch may be either hot or cold
- Menu Option Requirements:
 - No meals should have nuts or shellfish
 - No apples or raw carrots
 - All meals should be low salt
 - Based on the special needs of clients at each site, these options must be accommodated:
 - Mechanical soft for those with dental issues (i.e. easy to chew)
 - Diabetic
 - Allergic to: eggs/lactose/gluten/etc.
 - Vegan

Packaging Requirements:

- Individually wrapped/boxed
- Compostable utensils/napkins, if provided

IV. Delivery Schedule

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

V. Service Objectives

- a. Provide meals to identified eligible individuals per screening by DAS Intake as indicated on daily spreadsheet of participants.
- b. Adhere to food preferences, allergies, and special diets as indicated by Intake assessment.
- c. Collect data and submit to program manager weekly, including:
 - Number of individuals receiving meal support
 - Number of meals provided per individual
 - Dates meals delivered
 - Number of recipients over age 65
 - 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 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

Contract Manager, San Francisco Human Services Agency

or

Melissa.McGee@sfgov.org

Program Manager, San Francisco Human Services Agency

**Moonstar Buffet Restaurant
Great Plates Delivered
June 22, 2020 to December 31, 2021**

**Appendix B-3
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-3, 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 500 clients per day.

Term	# of People per day	# of Days	Meal Rate	Total	Contingency	Not to Exceed
6/22/20-4/30/21	500	283	\$60	\$8,490,000	\$849,000	\$9,339,000
5/1/21-12/31/21	500	245	\$60	\$7,350,000	\$735,000	\$8,085,000
Total				\$15,840,000	\$1,584,000	\$17,424,000

- III.** The total contract amount is \$15,840,000 plus a contingent amount of \$1,584,000 for a total amount not to exceed \$17,424,000 for the term 6/22/20-12/31/21.
- 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.