



Zero Waste Marin

REQUEST FOR PROPOSAL (RFP)

Edible Food Recovery Capacity Planning & Consulting Support

April 2023

Marin County Hazardous and Solid Waste Management Joint Powers Authority, also known as Zero Waste Marin, is seeking to contract for Edible Food Recovery Capacity Planning, Study and Consulting Support for SB1383 as described in this solicitation.

Proposal packages will be received through **Friday, May 26, 2023 by 2:00pm** local time. Submittal instructions can be found herein.

Any proposer who wishes their proposal to be considered is responsible for making certain that the completed proposal, including all RFP documents, is received by the proper time. Proposals received after the scheduled submittal deadline will be returned unopened.

Copies, alternative formats and auxiliary aids of this RFP will be made available upon request by contacting [Casey Fritz at cfritz@marincounty.org](mailto:cfritz@marincounty.org).

Zero Waste Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

Zero Waste Marin is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with Zero Waste Marin, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

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Provided form must be included in proposal submittal*

INSTRUCTIONS TO PROPOSERS

General Project Description

Zero Waste Marin is seeking experienced and qualified entities to support Zero Waste Marin as it fulfills the Statewide initiative of development and implementation of Food Recovery Programs. All California jurisdictions are expected to divert 20% of edible food currently being sent to landfills to be recovered for human consumption by 2025. Specific information about the scope of work and deliverables can be found within this Request for Proposal (RFP).

Pre-Proposal Conference

There will not be a pre-proposal conference scheduled.

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by **Monday, May 1, 2023** no later than **2:00pm local time**. Questions asked after this date and time will not be considered. All questions shall be submitted to Casey Fritz at cfritz@marincounty.org.

The subject line shall be RFP Edible Food Diversion Program

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on Zero Waste Marin website on **Friday, May 5, 2023**. It is the responsibility of all interested proposers to access the website(s) for this information.

Submittal Requirements

Submitted responses must include the mandatory form(s) provided with this solicitation package unless otherwise specified. All signatures shall be from legal representative and title shall be provided and printed. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals submitted using alternative formats, unless otherwise specified, may not be considered by Zero Waste Marin.

Proposals are due on **Friday, May 26, 2023** no later than **2:00 pm local time**. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of Zero Waste Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened. To mail or deliver:

Zero Waste Marin Procurement - ATTN: Casey Fritz
1600 Los Gamos Drive, Suite 210
San Rafael, CA 94903

All proposals shall be clearly marked “RFP: Edible Food Program” on the outside of the proposal package. **Emails submissions are preferred.**

Zero Waste Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. Zero Waste Marin reserves the right to make multiple awards of this proposal. Zero Waste Marin also reserves the right to request clarification of information from the proposer.

Timeline of Events

Zero Waste Marin will make all attempts to adhere to the following timeline.

Release of RFP	Monday, April 17, 2023
Deadline to submit Questions	Monday, May 1, 2023, by 2:00 pm
Responses to Questions	Friday, May 5, 2023
Proposal Submission Deadline	Friday, May 26, 2023, by 2:00 pm
Identification of Apparent Winner	Friday, June 2, 2023
Tentative Contract Start Date	Friday, June 30, 2023

Opening of Proposals

Proposals will not be publicly opened or read.

Informed Proposers/ Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Zero Waste Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

The terms successful proposer, offeror, bidder, vendor, supplier and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a proposal. The terms Zero Waste Marin and Department; quote, bid, proposal; contract, and purchase order, may be used interchangeably in this solicitation.

Interpretation, Correction

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the responsible party of such concern in writing via email to Casey Fritz at cfritz@marincounty.org and request clarification or modification of the document(s) no later than the date specified in the RFP questions section.

Prices, Negotiations and Mistakes

All prices and notations must be in type or ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

Withdrawal of Proposal

Submitted proposals:

- a) may not be withdrawn within 60 calendar days after the proposal opening
- b) may be withdrawn prior to the opening date only by written request of the proposer

Terms of the Offer

Acceptance of proposer's offer shall be limited to the terms herein unless expressly agreed in writing by Zero Waste Marin. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

END OF INSTRUCTIONS TO PROPOSERS

GENERAL PROVISIONS

Responsible Parties

Representing Zero Waste Marin in all matters regarding the submission of this solicitation package shall be Casey Fritz.

All inquiries shall be directed to the designated Zero Waste Marin staff person as shown. Contact with any other Zero Waste Marin personnel or any undue “badgering” of such Zero Waste Marin personnel by the proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Award of Contract

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by Zero Waste Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. Zero Waste Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. Zero Waste Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of Zero Waste Marin after all factors have been evaluated.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by Zero Waste Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. Zero Waste Marin reserves the right to make a multiple award of this proposal.

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals is listed below.

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Selection Committee may also contact and evaluate the proposer’s references; contact any Proposer to clarify any response; contact any current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of Zero Waste Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at Zero Waste Marin’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award.

Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting

discussions/interviews, Zero Waste Marin will not disclose information derived from proposals submitted by competing Proposers.

EVALUATION CRITERIA	PERCENTAGE
Knowledge of SB 1383, including: <ul style="list-style-type: none"> • Expertise in edible food recovery programs • Familiarity with SB 1383 regulations 	40%
Qualifications: <ul style="list-style-type: none"> • Experience with edible food recovery programs • Experience completing capacity analyses • Completion of other SB 1383-related projects • Experience with local government projects 	30%
Timeline and Identified Strategies <ul style="list-style-type: none"> • Efficient timeline: able to complete the Scope of Work within the one-year contract • Actionable strategies that can be implemented by Zero Waste Marin with existing resources and staffing 	20%
Cost	10%
Total	100%

Addenda

Any changes, additions, deletions or clarifications to this proposal package shall be made by written addendum, issued by Zero Waste Marin. Addenda will be sent to all known entities in receipt of the solicitation and shall be incorporated in the proposal. The proposer shall sign and date the addendum and submit with their response to the solicitation.

Addenda issued within five (5) calendar days of the proposal opening date/time shall be cause for extension of the opening date, if determined by the Purchasing Agent, in order to allow prospective Proposers sufficient time to prepare their proposals.

Change Orders

Zero Waste Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes:

1. In the terms and conditions of the Contract
2. In the written specifications

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

Invoicing and Payment

Payment by Zero Waste Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service or via email. Contract number shall accompany all invoices. **Email invoices are preferred.**

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following addresses:

Zero Waste Marin – Public Works
ATTN: Casey Fritz
1600 Los Gamos Drive Suite 210
San Rafael, CA 94903

Assignment and Subcontracting

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract and/or purchase order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the Zero Waste Marin. Neither the contract and/or purchase order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by Zero Waste Marin.

Force Majeure

Time extension for delay may be allowed for the Proposer by Zero Waste Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of Zero Waste Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

Nondiscriminatory Employee

Zero Waste Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection or volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

Fair Employment Provisions

The contractor awarded this proposal and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion,

national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

The contractor shall comply fully with Titles I and II of the Americans with Disabilities Act (ADA), Sections 508 and 504 of the 1973 Rehabilitation Act as amended in 1998 in that the contractor's hiring practices do not discriminate against disabled persons.

The contractor shall cooperate fully with Zero Waste Marin and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A Zero Waste Marin representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws affecting the services provided by the contractor.

Cancellation of Contract

Without CAUSE, Zero Waste Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. With CAUSE, Zero Waste Marin may cancel this contract at any time with five (5) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of Zero Waste Marin and shall be for, but not limited to, failure to supply the materials, equipment or service specified within the time allowed or within terms, conditions or provisions of resulting contract. The awarded contractor may not cancel this contract with less than thirty (30) days without prior written consent of the Zero Waste Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, Zero Waste Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at Zero Waste Marin's option. The proposer and its sureties shall be liable to Zero Waste Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to Zero Waste Marin resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

Damages

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by Zero Waste Marin.

Cooperative Agreement

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The proposer shall provide firm fixed pricing for all items or services, as specified herein, and allow agencies to purchase said goods or services at any time during the effective period of the resulting Zero Waste Marin Contract and/or Purchase Order.

Joint Procurement

In accordance with 2 C.F.R §200.318(e) Intergovernmental agreements for procurement or use of common goods and services is encouraged by federal procurement guidelines. Joint procurement is a contracting method in which two or more agencies agree from the outset to use a single solicitation document and enter into a single contract for goods or services. The proposer understands in providing a response to this solicitation, that a single contract will be issued for the benefit of all agencies identified within the solicitation.

Independent Proposer

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of Zero Waste Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with Zero Waste Marin. The Non-Collusion Affidavit shall be signed and returned with the submitted proposal.

Non-Appropriation of Funds

Zero Waste Marin warrants that it has funds available to remit payments on the resulting Zero Waste Marin contract. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, Zero Waste Marin may cancel the agreement by providing the proposer with written notice. Such notice shall release both Zero Waste Marin and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund Zero Waste Marin the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by Zero Waste Marin.

Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer's response and listed as such under Exceptions to the Scope of Work.

Governing Laws

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to,

those promulgated by the Federal Emergency Management Agency (FEMA), Homeland Security, CAL-OSHA, FED-OSHA, Environmental Protection Agency (EPA), Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), the California State Department of Health and Human Services (CalHHS) and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond Wildlife area. This contract shall be in accordance with the substantive and procedural laws of the State of California.

Insurance

Successful proposer shall be required to furnish and maintain insurance as follows:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). Zero Waste Marin shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to Zero Waste Marin prior to commencement of work.

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Note: Providing false information may result in criminal prosecution or administrative sanctions. This certification is part of the Bid. Signing this bid on the offer page thereof shall also constitute signature of the Certification.

Conformity with Law and Safety

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save Zero Waste Marin harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Vendor shall immediately notify the Zero Waste Marin by telephone. Vendor shall promptly submit to Zero Waste Marin a written report, in such form as may be required by Zero Waste Marin, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- (1) Name and address of the injured or deceased person, and
- (2) Name and address of Proposer's subcontractor (if any), and
- (3) Name and address of Proposer's Liability Insurance Carrier, and
- (4) A detailed description of accident and whether any of Zero Waste Marin's equipment or material was involved.

Attorney's Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Proposer Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

Right to Audit

Zero Waste Marin shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for Zero Waste Marin to audit these records.

California Public Records Act (CPRA)

Applicants acknowledge and agree that Zero Waste Marin is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents or information submitted to Zero Waste Marin, and Applicant claims that such information falls within one or more CPRA exemption, the Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information.

In the event of a request for such information, Zero Waste Marin will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before Zero Waste Marin's deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, Zero Waste Marin may disclose the requested information without penalty or liability.

Applicant further agrees that it shall defend, indemnify and hold Zero Waste Marin harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys' fees) that may result from deniable by Zero Waste Marin of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the Zero Waste Marin from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

END OF GENERAL PROVISIONS

PROJECT INFORMATION

Background

California's Short-Lived Climate Pollutant Reduction law (SB1383, Chapter 395, Statutes of 2016) establishes methane reduction targets for California, including a target to increase recovery by 20% of currently disposed edible food for human consumption by January 2, 2025. The law requires each jurisdiction in California to establish and monitor a robust food recovery program, which will strengthen the relationships between commercial edible food generators and food recovery organizations within their communities, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose to food recovery organizations.

Zero Waste Marin is seeking experienced and qualified entities to support Zero Waste Marin to develop and implement an Edible Food Recovery Program, per the requirements in SB 1383.

General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. Zero Waste Marin reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. Zero Waste Marin reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. Zero Waste Marin reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in Zero Waste Marin's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by Zero Waste Marin for any reason, the Zero Waste Marin shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. Zero Waste Marin reserves the right, at its sole discretion, to waive any irregularities or informality.

By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained within this solicitation. Additional terms and conditions may be required and may be negotiated after award.

Submittal Requirements

Proposals may be submitted electronically to Casey Fritz (cfritz@marincounty.org), on or before submittal due date. Alternatively, if responder prefer to mail or deliver, please see directions on page 3.

Contract Term

It is Zero Waste Marin's intent to award this contract with a contract term of one (1) year from execution of contract date.

Pricing

It is Zero Waste Marin's intent to award this contract for an amount not to exceed the limit of \$100,000. Prices quoted shall be firm and fixed through the contract term and shall not exceed the specified amount indicated unless mutually agreed upon.

Minimum Qualifications/Experience Requirement

Proposers are required to have a minimum of three (3) years of experience performing the similar type of work preferably for local or other government agencies. Any proposer who cannot provide verifiable references for this minimum experience requirement may be considered non-responsive.

SCOPE OF WORK

Project Specifics

There are two main goals in this project:

- I. To facilitate all aspects of the required Edible Food Recovery Capacity Planning Report, per Section 18992.2 and 18992.3, to help Zero Waste Marin assess current edible food recovery capacity within the County of Marin. Specifically:
 - a. Estimate the amount of edible food that mandated food donors in the county would send to landfills.
 - b. Identify available existing capacity at food recovery organizations and services that could take the surplus food from food donors in the county.
 - c. Identify whether new or expanded capacity is needed to recover edible food disposed by commercial edible food generators within the jurisdictions within the county.
- II. Utilizing information gathered for the capacity report, provide recommendations to enhance edible food recovery capacity and support to help implement these recommendations.

Anticipated Elements of the Edible Food Recovery Capacity Planning Report (including but not limited to):

I. Identify Tier 1 & Tier 2 Food Waste Generators

Zero Waste Marin has begun the process of gathering data on the number and location of Tier 1 and Tier 2 generators within the County of Marin, but might require assistance in the verification of these generators. The vendor will help to ensure an accurate and up-to-date edible food generator list.

Collected information about these generators should include: business type, name, address, phone number, email address, website address, point of contact, business license number, and the amount of edible food available for recovery. Additionally, any information about an existing or pending agreement with food recovery organizations or services should be provided.

In addition, the vendor will estimate the amount of edible food (in pounds) currently being disposed of, whether through landfilling or composting, that could otherwise be recovered for human consumption. Food should be categorized as perishable, temperature sensitive, and nonperishable shelf-stable foods. The vendor will estimate the amount of edible food that is disposed of by Tier 1 and 2 commercial edible food generators that are located within Marin County, categorized by jurisdiction.

II. Food Recovery Organizations and Services

Identify the food recovery organizations and services as defined in Section 18982, located and operating within each of the jurisdictions and their edible food recovery capacity. Collected

information must include business name, address, phone number, email address, website address, point of contact, types of donations accepted, their edible food recovery capacity; and identify if there is an existing or pending agreement with food waste generators. Coordinate with food recovery organizations and distribution sites in our region to:

- a. Confirm the types of edible foods they accept
- b. Determine how much food each organization recovers each month, and who their typical food donors are
- c. Confirm their contact information for our outreach
- d. Review their recordkeeping processes used, including any software being utilized to coordinate recovery efforts if applicable
- e. Determine how many new food vendors each organization could add, and
- f. If they cannot add new vendors, determine what they would need to expand their capacity

III. Capacity

The vendor will first estimate current food recovery capacity by consulting with food recovery organizations and edible food recovery services to identify their existing capacity available to commercial edible food generators located within Marin County and the jurisdictions within the County.

After estimating the amount of edible food being generated by commercial generators within each jurisdiction, the vendor will identify the amount of new or expanded capacity necessary for each jurisdiction, if any, to recover this food.

Finally, the vendor will forecast future food recovery capacity by consulting with food recovery organizations and edible food recovery services to identify additional capacity through the proposed creation or expansion of food recovery organizations and food recovery services that may be used to recover additional amounts of edible food.

IV. Conclusions & Recommendations

The vendor will include a summary of outreach efforts conducted to complete the capacity report in a concluding section of the report.

The vendor will also make recommendations about next steps and actions needed to ensure SB 1383 edible food recovery compliance in each jurisdiction within the County of Marin.

Deliverables

Anticipated deliverables of the contract are detailed in the table below.

Deliverable	Description of Deliverable
Tier 1 + Tier 2 Generator List Verification	Work with Zero Waste Marin staff to verify and improve the existing list of edible food generators within the County of Marin.
Edible Food Recovery Capacity Report	<p>Prepare an Edible Food Recovery Capacity Planning Report, per Section 18992.2 and 18992.3.</p> <p>As detailed above under “Project Specifics”, provide a detailed edible food capacity report within information about Tier 1 & Tier 2 generators, food recovery organizations, and current and future capacity for edible food recovery in the County of Marin. The report shall be compiled in the form of one regional document, with the information on each jurisdiction formatted by sections.</p> <p>This report will also include a conclusion on next steps to ensure compliance, and summarize outreach efforts completed during preparation of the report.</p>
Toolkit	Help develop a toolkit of materials to assist with connecting edible food generators with edible food recovery organizations.
Implementation Schedule	If it is identified that new or expanded capacity is needed to recover the amount of edible food that would need to be recovered, draft an implementation schedule that includes timelines and milestones for planning efforts to assess additional or new capacity.

In addition to these deliverables, if time and budget allows, the vendor will provide ongoing support to help improve edible food recovery in Marin, utilizing in part information garnered in the production of the report.

END OF SCOPE OF WORK

This is a required form

SCHEDULE OF PROPOSED FEES

Please provide proposed fees. As there are many ways to approach pricing for this contract, please provide your cost estimate in one of the two ways provided.

Hourly Rate Per Staff Member	Price
	\$

Total Project Cost	Price
	\$

Cost per Deliverable (Please estimate the time anticipated to be spent on each deliverable, and the associated cost).	Price
	\$

This is a required form

REFERENCES AND PERFORMANCE

Proposers shall provide the following information which will be used by Zero Waste Marin in evaluating the proposal. Proposer must provide three present or former (within the past five years) client.

1. Number of years in business: _____

2. Current average number of employees: _____

3. List 3 Former Clients

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

This is a required form

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name & Title

This is a required form

NON COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

Printed Name of Document Signer

Signature of Document Signer

SOLICITATION DOCUMENTS TO BE RETURNED

Proposal must be received on or before the indicated due time and date.

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Exceptions to the Scope of Work – **required to use provided form**
- b. Offer – **required to use provided form**
- c. Schedule of Proposed Fees – may submit using alternative format
- d. References and Performance – may submit using alternative format
- e. Statement of Qualifications – may submit using alternative format
- f. Attachment E - Debarment and Suspension Certification – **required to use provided form**
- g. Attachment F - Non-collusion Declaration – **required to use provided form**

The chosen proposal shall be **required** to furnish the following in order to enter into contract:

- a. Certificate of Liability Insurance
- b. Additional Insured Endorsement naming Zero Waste Marin as additional insured
- c. W-9
- d. Any other requested documentation related to this solicitation