



REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR EDIBLE FOOD RECOVERY SERVICES FROM COMMERCIAL EDIBLE FOOD GENERATORS

PROPOSALS DUE: 5:00 P.M. on Friday, March 28, 2025

Submit proposal to:

Kristen Sales, Program Coordinator

Zero Waste Sonoma

Kristen.Sales@Sonoma-County.org

2300 County Center Dr, Suite B240

Santa Rosa, CA 95403

Background

Zero Waste Sonoma (ZWS) is seeking proposals for services to provide edible food recovery services to Commercial Edible Food Generators, as required by the regulations the California Department of Resources Recycling and Recovery (CalRecycle) adopted in response to Senate Bill (SB) 1383 (Chapter 395, Statutes of 2016) (the regulations are hereinafter referred to as “SB 1383 Regulations”). All work will be completed in collaboration with ZWS staff and in compliance with SB 1383 Regulations (Chapter 12 of Division 7 of Title 14 of the California Code of Regulations (CCR)). The below scope of work has been prepared to assist you in providing a written submission.

According to CalRecycle, Californians send 2.5 billion meals worth of still-fresh, unsold food to landfills each year, even as 1 in 5 Californians face food insecurity. The goal of SB 1383 is to reduce food waste and address food insecurity by diverting surplus edible food from the garbage and compost bins to food banks, soup kitchens, and other food recovery organizations and services that help feed our neighbors. By diverting food waste away from the landfill, California can lower methane climate pollution emissions and save landfill space.

SB 1383 requires that by 2025, California will recover 20% of edible food that would otherwise be sent to landfills, to feed people in need. The law requires the following:

- Jurisdictions must establish food recovery programs and strengthen their existing food recovery networks
- Food donors must arrange to recover the maximum amount of their excess, edible food
- Food recovery organizations and services that participate in SB 1383 must maintain records

What is Edible Food?

Edible food means food intended for people to eat, including food not sold because of appearance, age, freshness, grade, size or surplus. Edible food includes, but is not limited to prepared foods, packaged foods, and produce.

CEFGS, FRO and FRS

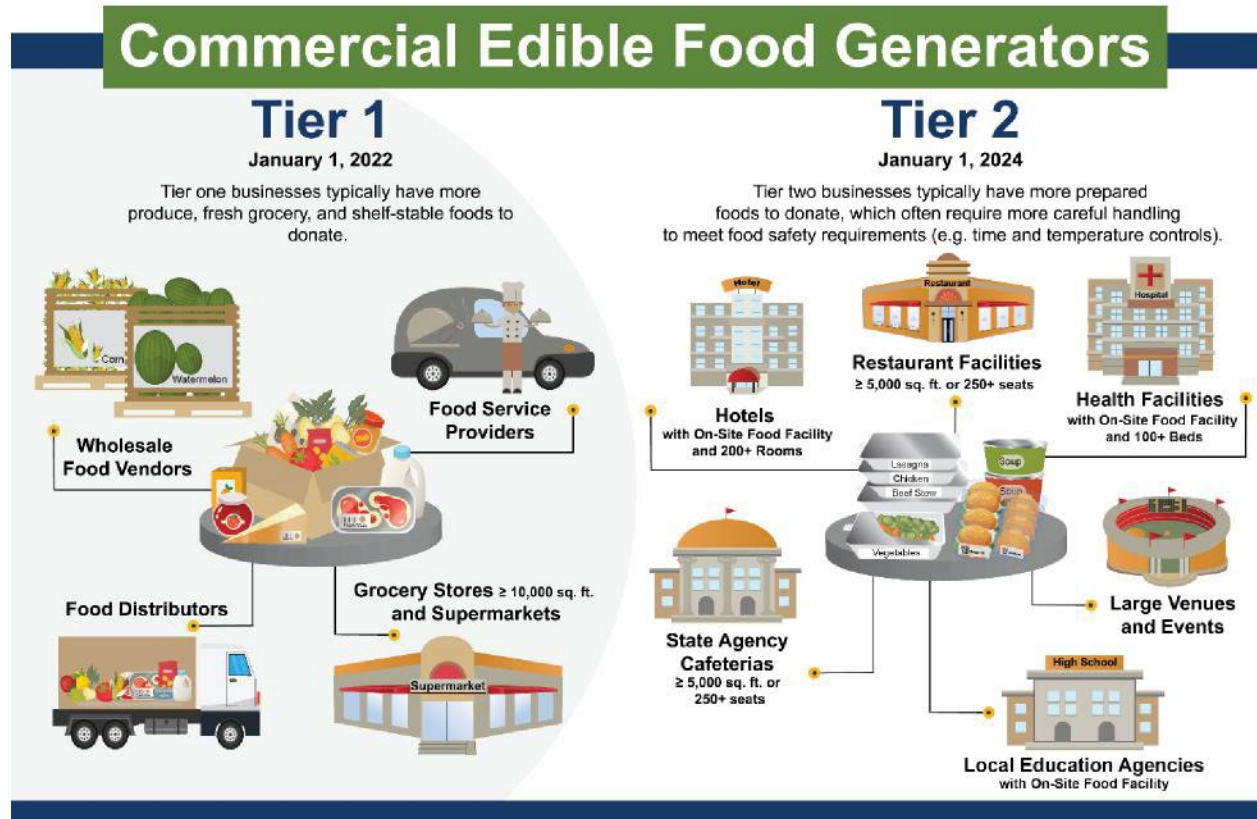
“Commercial Edible Food Generator” or “CEFG” are specified businesses that create edible food. Examples include supermarkets, grocery stores, restaurants and hotels. (See 2 CCR § 18982(a)(7) for the full definition.) There are two tiers of CEFGs – Tier 1 and Tier 2 – as described below. (See 2 CCR § 18982(a)(74)-(75) for definitions.)

“Food Recovery Organization”, or “FRO” means an entity that engages in the collection or receipt of edible food from Commercial Edible Food Generators. They then distribute the food to people in need directly or through other food distribution entities, such as food banks or other nonprofit charitable organizations and temporary food facilities. (See 2 CCR § 18982(a)(25) for the full definition.)

“Food Recovery Service” or “FRS” means a person or entity that collects and transports edible food from a Commercial Edible Food Generator to a Food Recovery Organization or other food distribution entity for feeding people. (See 2 CCR § 18982(a)(26) for the full definition.)

Per the SB 1383 Regulations, Commercial Edible Food Generators are required to donate their excess edible food. To ensure that the maximum amount of edible food is recovered, SB 1383 Regulations

require that Commercial Edible Food Generators establish contracts or written agreement with a FRO or FRS.



Budget

To help implement the edible food recovery requirements of SB 1383 Regulations, Zero Waste Sonoma is allocating \$80,000 in State grant funding for this program. ZWS will award four (4) applicants with \$20,000 in grant funds each. Awarded applicants will enter into a professional services agreement (**Attachment A**) with ZWS for \$20,000 to execute the proposed edible food recovery services. Each service agreement will consist of a 6-month term.

Submission

Applicant response must include the following sections:

- 1. Cover Letter** - contact information and brief description of the organization and type of service offered; cover letter should be signed by authorized representative of applicant organization.
- 2. Project Team & Qualifications** - Provide a short profile of the team members to be assigned to proposed grant project, including each team member's skills and experience in food recovery and their project role
- 3. Scope of Work** - Provide a brief description of applicant's proposed food recovery services (i.e., how applicant would spend grant funds). Please limit to 800 words or less.
- 4. Cost Proposal** - Provide itemized breakdown of grant costs, including personnel hours, if applicable (i.e., 100 personnel hours @ \$45/hr or \$5,000 to purchase a blast chiller)

Evaluation Process

ZWS shall evaluate each submission received. All determinations regarding the evaluation of submission will be at the sole discretion of ZWS. Each submission shall first be evaluated for completeness and for compliance with the requirements of this RFP. ZWS will evaluate the submission's team qualifications, scope of work, deliverable timeline, references, and cost proposal.

Projects and organizations that will receive priority consideration include

Criteria	Description
Increase Edible Food Recovery Capacity	Proposals aimed at scaling food recovery efforts through increased capacity to efficiently increase recovery and redistribute of surplus edible food and supporting the goals of SB 1383 Regulations.
Recover and Redistribute Prepared Foods	Projects focused on recovering and redistributing hot or cold, prepared food from Tier 2 CEFs, such as restaurants, hospitals, and schools.
Distribution model that utilizes Client Choice	Organizations that prioritize culturally appropriate food distribution with dignity and client choice to select preferred food items.
Demonstrate Community Partnerships, Shared Resources and Support	Cooperative projects rooted in the communities they serve that empower, elevate, and strengthen communities through intentional collaborations, shared equipment and mutual use of equipment and other shared resources.
New Grantee Recipients	While organizations that have previously received grant equipment funding are still eligible, priority will be given to new applicants ensuring that resources are expanded to support a broader range of organizations.
Replacing Aging Equipment to Maintain Capacity	Projects focused on replacing outdated or aging equipment essential for maintaining current edible food recovery and distribution capabilities.
Underserved Areas	Projects that serve historically underserved areas and populations of Sonoma County, including West County, tribal lands, and Census tracts designated as Disadvantaged Communities (DACs).

Eligible food recovery-related costs could encompass any of the following activities and/or expenditures:

- Personnel
- Consultants
- Safety equipment / PPE
- Mobile pantries

- Signage
- Recordkeeping or tracking software, including software to match donors with food bank, recordkeeping/reporting software, procurement tracking software, apps for food recovery, and mobile app development
- Training
- Equipment, including food dehydrators, refrigerators, coolers, packaging and storage materials
- Food safety certification
- Food waste prevention projects

Examples of eligible food recovery projects may include:

- Paying for personnel costs (staff time) to complete monthly reporting and use food donation app/software
- Paying for personnel costs (staff time) for a food recovery driver to deliver rescued food
- Paying a stipend to volunteers who conduct edible food recovery
- Rental of a vehicle for use in food recovery services
- Purchase of kitchen equipment to improve recovery of prepared foods (i.e., blast chillers, reusable containers)
- Rental of kitchen facility to prepare and store meals made from donated excess edible food
- Energy costs for solar-powered (off grid) cold storage

Any costs not directly related to the recovery of excess, edible food are ineligible for reimbursement. **Ineligible costs** include:

- purchase of promotional give-away items (SWAG)
- purchase or lease of land or buildings
- food liquefiers
- disposal costs
- costs related to website host and web page domain
- food or beverages (as part of meetings, workshops, events, etc.)
- travel costs, including mileage

Eligible projects include funding on-going food recovery activities, as well as onboarding new Tier 1 and Tier 2 donors.

Zero Waste Sonoma will provide applicants with the following **technical assistance materials**:

1. List of all regulated Tier 1 and Tier 2 Generators
2. Free account for [Carelt.com](https://www.carelt.com) food donation software
3. Safe Surplus Food Donation Toolkit
4. "How to Safely Recover Food" best practice one-sheets
5. Model Food Recovery Agreement
6. Model Recordkeeping Tool

Submission Deadline

The contractor's submission should be received by ZWS no later than 5:00 P.M. on Friday, March 28, 2025 via email to: Kristen Sales, Program Coordinator, at Kristen.Sales@Sonoma-County.org.

Questions may be submitted via email to Kristen.Sales@Sonoma-County.org no later than 5:00 P.M. on Monday, March 24, 2025. All inquiries shall be made through this email address; no telephone calls will be accepted.

ATTACHMENT A

SONOMA COUNTY WASTE MANAGEMENT AGENCY (ALSO KNOWN AS ZERO WASTE SONOMA) PROFESSIONAL SERVICES AGREEMENT

EXAMPLE

1. CONTRACTOR INFORMATION

Contractor:

Address

Telephone:

2. AGENCY INFORMATION

Agency: Sonoma County Waste Management Authority

Address: Attn: Kristen Sales
2300 County Center Dr, Suite B240
Santa Rosa, CA 95403

Telephone: (707) 565-2590

Project: Edible Food Recovery Services RFP

3. SCOPE OF WORK

Contractor shall provide recovery and redistribution of excess edible food from regulated Tier One and Tier Two Edible Food Generators (EFGs) in Sonoma County. Agency shall reimburse Contractor the cost of [SERVICES] for purposes of edible food recovery. Contractor shall invoice Agency monthly for [SERVICES] reimbursement.

SB 1383 REPORTING REQUIREMENTS

1. Contractor must maintain a written agreement or contract with any EFG they rescue food from, in accordance with the SB 1383 Regulations.
2. Contractor must track the amount of food (in pounds) collected under this professional services agreement and report the pounds of food, by type, to Agency monthly.
3. Contractor must report the total pounds collected in the previous calendar year to Agency once a year.

Contractor's failure to meet SB 1383 Reporting Requirements, as described above, will result in the termination of this Agreement.

Restrictions. Contractor shall not invoice the Agency for any uses apart from edible food recovery activities in Sonoma County. Contractor shall maintain a log listing the program

activities (i.e., personnel hours). The log shall be submitted to the Agency monthly, along with the invoice.

Agency shall only reimburse Contractor the monthly cost of the services outlined in the Scope of Work.

CONTRACTOR initials: _____

4. PAYMENT FOR SERVICES

Agency agrees to pay Contractor an amount not to exceed twenty thousand dollars (\$20,000) in exchange for services rendered in accordance with tasks detailed in the Scope of Work. Contractor shall invoice Agency monthly for services rendered.

5. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative of Agency.

6. TERM

This agreement will expire on September 30, 2025. All invoices submitted for reimbursement must be for edible food recovery work conducted during the grant period of April 1, 2025 to September 30, 2025.

7. INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

7.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.

7.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount of One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.

7.3 Automobile Liability Insurance. Automobile liability insurance covering bodily injury and damage in a form acceptable to the Agency, in an amount of One Million Dollars (\$1,000,000) per accident.

7.4 Said commercial general liability insurance and automobile liability insurance policies shall either be endorsed with the following specific language or contain equivalent language in the policies:

a. The Sonoma County Waste Management Agency, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.

d. This policy shall not be cancelled without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Agency and its directors, officers, member agencies, employees, and agents from all claims, damages, expenses, liabilities and judgments for injury to persons, loss of life or damage to property arising from or connected with Contractor's performance of services under this Agreement. Contractor agrees to accept responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its directors, officers, member agencies, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, or property damage, that may be asserted by any person or entity, including Contractor, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance of services or use of the Vehicles by Contractor hereunder, whether or not there is concurrent negligence on the part of the Agency, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the Agency, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is a duty to indemnify. Agency shall have the right to approve legal counsel selected by Contractor, at the expense of Contractor, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Agency shall notify Contractor of any asserted claim with respect to which the Agency may be indemnified against hereunder and shall deliver to Contractor copies of all process and pleadings pertaining thereto. This indemnity shall survive the termination of this Agreement.

9. CHANGES TO THE AGREEMENT

Changes to this Agreement must be approved in writing by the Agency's Executive Director and Contractor.

10. CONTRACTOR'S STANDARD OF CARE

Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver of release.

11. COMPLIANCE WITH LAWS

Contractor and Agency shall comply with all applicable federal, state, and local laws, rules and regulations relating to performance of the Scope of Work under this Agreement.

12. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

13. UNCONTROLLABLE CIRCUMSTANCES. Provided that the requirements of this Section 14 are met, neither party shall be considered in default in the performance of its obligations under this Agreement (not including the obligation to make payments) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, either party is wholly or partially unable to meet its obligations under this Agreement, then it shall give the other party prompt written notice of such event, describing it in reasonable detail. The obligations under this Agreement of the affected party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that Contractor shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will continue operations or whether it will terminate all operations.

14. TERMINATION. Either party may terminate this Agreement at any time without cause.

--SIGNATORY PAGE --

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Leslie Lukacs, Agency Executive Director

Date: _____

Reviewed as to form:

Ethan Walsh, Agency Counsel

Contractor

Signature: _____

Title: _____

Date: _____