



Assessment of the Food Donation Infrastructure in the Metro Region

RFP 11-1849

Metro Sustainability Center

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

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503-797-1647

Procurement Analyst

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503-797-1613

Notice is hereby given that proposals for RFP 11-1849 for Assessment of the Food Donation Infrastructure in the Metro Region shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on Thursday, March 3, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition

Request for Proposals

ASSESSMENT OF THE FOOD DONATION INFRASTRUCTURE IN THE METRO REGION

I. INTRODUCTION

The Sustainability Center of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for assessment of the food donation infrastructure in the Metro region. Proposals will be due no later than the date and time listed on RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Since 1996, Metro has had partnerships with food rescue agencies aimed at meeting the dual goals of increasing the amount and quality of fresh and prepared foods donated and reducing the volume of otherwise good food that is sent to the landfill. In December 1999, the Metro Council adopted the Metro Regional Organics Work Plan, which was designed to increase the diversion and recovery of food waste and soiled paper from the food waste stream. This plan focused on the hierarchy of waste prevention, donation and diversion. Waste prevention is considered to be a least-cost approach because avoiding the generation of the material in the first place removes the need to manage it as a waste product. Donation is the highest end use for food that has already been produced, and an established system to collect and redistribute donated food exists in the region, allowing Metro to enhance the existing infrastructure where feasible and needed. As part of that work plan, Metro provided over \$750,000 in grants to food rescue agencies to provide storage and transportation equipment to help build capacity to accommodate a new and increased flow of edible, recovered food. Metro also focused on providing outreach to businesses to build awareness around the safety and simplicity of donating fresh and perishable foods.

In September 2003, Metro completed a study, "Food Waste Prevention and Donation by Businesses: Identifying the Barriers and Benefits." This goals of this study were to (1) to identify the real and perceived barriers and benefits to food waste prevention and donation; (2) to gather, distill, organize and reflect opinions, beliefs, and experiences of primary stakeholders, including generators (restaurants, grocery stores, colleges and universities, hospitals, hotels and caterers), food rescue agencies, trade associations and food-handling regulators, through surveys, observational studies and interviews; and (3) to develop recommendations for methods and approaches to overcome the identified barriers and to capitalize on the identified benefits. Seventy-two businesses were interviewed and a comprehensive literature search was conducted. This study gave Metro a relatively solid picture of the target audience's needs and concerns, how the industry communicates internally, what sources of information they trusted, and how food moved through their businesses. Metro also learned that food safety regulators supported and would endorse food donation as long as safe food handling practices were emphasized

Request for Proposals

and followed. The main findings resulting from this study were used extensively for program design, planning and implementation, most notably for Metro's *Fork it Over!* food donation program.

Through this proposed study, Metro is seeking to reexamine (to affirm or refute) the conclusions of the 2003 study, identify the current gaps at all levels of the region's food donation system, and determine the appropriate role for the agency, if any, to play in filling those gaps.

Metro's Resource Conservation & Recycling Division's waste reduction work is guided by the Regional Solid Waste Management Plan which provides long-term policy and program direction for regional waste management and recycling efforts. The plan envisions an evolution from today's solid waste management practices to those that more holistically contribute to the sustainable use of natural resources. To that end, the division recently developed a Strategic Action Plan designed to build on the Regional Solid Waste Management Plans' vision. One of the strategies identified is to influence consumer systems and practices in order to reduce waste and environmental and human health impacts in the food system—specific actions of this strategy focus on strengthening the food donation infrastructure.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

1. Revisit, in order to affirm or refute, the key findings of the Food Donation Barrier/Benefit Study conducted in 2003.
2. Identify other food rescue system stakeholders not normally represented (such as small food rescue agencies and non-Oregon Food Bank affiliates) and survey a representative subset to understand their needs, limitations and any other special circumstances they face.
3. Perform an analysis to identify the most significant gaps in the region's food donation infrastructure.
4. Research, inventory and prioritize other successful programs and initiatives and identify best practices that can be applied locally.
5. Identify the most appropriate role for Metro to play in the system to close those gaps at both the policy and programmatic level.
6. Provide the findings and recommendations in an a written report to Metro no later than June 15, 2011.
7. Schedule:
 - a. Tasks 1, 2 & 3 progress check-in and review of draft findings with Metro project manager no later than April 22, 2011.
 - b. Tasks 4 & 5 progress check-in and review of draft findings with Metro project manager no later than May 20, 2011.

Request for Proposals

- c. Draft of final report due to Metro project manager no later than June 1, 2011.
- d. Final report due to Metro project manager no later than June 15, 2011.

Metro will develop a more detailed list of specific information desired from this assessment in concert with the successful proposer based upon the Scope of Work presented above. This contract is expected to begin in March 2011 and must conclude by June 30, 2011.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- A. Experience with conducting research, literature searches, interviews and other forms of information gathering.
- B. Familiarity with project and program assessment tools and techniques.
- C. Experience with analysis and presentation of analysis.
- D. Basic understanding of waste reduction, the food system and food donation.

V. PROJECT ADMINISTRATION

This project will be managed and administered by the Metro Sustainability Center, Resource Conservation and Recycling Division. Metro's project manager is:

Jennifer Erickson
Resource Conservation & Recycling
(503) 797-1647
Jennifer.Erickson@oregonmetro.gov

Contractor shall provide one single person as project manager to work with Metro.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

One copy of the proposal shall be furnished to Metro, addressed to:

Metro
Sustainability Center
600 NE Grand Avenue
Portland, OR 97232-2736
Attn: Jennifer Erickson

Electronic versions are preferred and may be submitted in lieu of hard copy. Electronic submissions may be furnished via email to Jennifer.Erickson@oregonmetro.gov or submitted in CD to the address noted above.

B. Deadline

Proposals will not be considered if received after the date and time noted on the RFP cover page.

Request for Proposals

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Jennifer Erickson at (503) 797-1647 or Jennifer.erickson@oregonmetro.gov. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after Monday, February 28, 2011.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain no more than 17 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. Any hard copies of the proposal submitted should be on recyclable, double-sided recycled paper (post-consumer content). No page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

-- 1 page

Request for Proposals

- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
-- 5 pages

- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

-- 3 pages

- D. Experience: Indicate how your firm meets the qualifications and experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

-- 3 pages

- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established a budget not to exceed \$20,000 for this project.

-- 2 pages

- F. Diversity in Employment and Contracting:

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example,

Request for Proposals

joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.

- Diversity of Firm – Describe the ownership of your firm (e.g., fully minority owned) and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

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G. Sustainable Business Practices

- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

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- ## H. Exceptions to Personal Services Agreement and RFP: Carefully review the Personal Services Agreement (PSA) attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the PSA or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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Request for Proposals

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this

Request for Proposals

agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	15
2. Performance methodology	10
Project Staffing Experience	
1. Project consultant	15
2. Commitment to project	10
Budget/Cost Proposal	
1. Projected cost/benefit of proposed work plan/approach	20
2. Commitment to budget and schedule parameters	10
Diversity	
1. Work Force Diversity	5
2. Diversity in Contracting	3
3. Diversity of Firm	2
Sustainable Business Practices	
1. Environmental Impact	5
2. Support of local business and markets	3
3. Employee compensation structure	2
	100%

Request for Proposals

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Request for Proposals

Attachment A Standard Agreement

Contract No. _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____ whose address is _____

_____, referred herein to as "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration: This personal services Agreement shall be effective _____, 20____, and shall remain in effect until and including _____, 20____, unless terminated or extended as provided in this Agreement.
2. Payment: METRO shall pay CONTRACTOR services performed in an amount of/not to exceed (written amount) _____ and _____ /100 (\$_____).
3. Terms: Payment for services will be made in the manner: _____ (lump sum, monthly installments, progress payments, etc.). Payment to be made within 30 days of receipt of an approved invoice.
4. Scope of Work: Contractor shall provide all services and materials specified below which is incorporated into this Agreement by reference. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner.

SCOPE OF WORK (attach additional pages as needed)

All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

Contractor

Signature: _____

Date: _____

Name: _____

Address: _____

Telephone: _____

Fax: _____

Tax I.D. or SS#: _____

Metro

Signature: _____

Date: _____

Title: _____

Department: _____

Division: _____

Telephone: _____

Project Manager: _____

Telephone/Fax: _____

Copy 1 – Contracts

Copy 2 – Department

Copy 3 – Contractor

Request for Proposals

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all Workers' Compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement including, but not limited to, ORS 279B.220 TO 279B.235.

ARTICLE V: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

Request for Proposals

ARTICLE VI: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

ARTICLE VII: SAFETY

If services of any nature are to be performed in connection with the provision of goods pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

ARTICLE VIII: RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

ARTICLE IX: COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XI: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO, which consent shall not be unreasonable withheld.

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