

COUNTY OF MARIN



**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF SOCIAL SERVICES
AGING AND ADULT SERVICES**

**REQUEST FOR PROPOSALS (RFP)
Congregate Meal Production
RFP-HHS-2026-15**

DATE ISSUED:

July 29, 2026

DEADLINE FOR SUBMISSIONS:

September 1, 2026 at 3:00 PM PST

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political

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I. BACKGROUND

County of Marin Department of Health and Human Services

Marin County is located in the San Francisco Bay Area, immediately north of the Golden Gate Bridge. Covering 520 square miles, the County is home to approximately 262,321 residents. Most residents live in urban areas along the Highway 101 corridor within 11 incorporated cities and towns, while rural communities are primarily located in West Marin.

Marin County has one of the highest median household incomes among California's 58 counties. According to the [2022 County Health Rankings & Roadmaps](#) report by the University of Wisconsin and the Robert Wood Johnson Foundation, Marin ranks among

The Marin County Office of Aging and Adult Services (AAS) is a major branch within the Marin County Department of Health and Human Services (HHS). AAS acts as the Area Agency on Aging (AAA) and works closely with the Marin County Commission on Aging (MCCOA), a 23-member federally mandated advisory council representing supervisorial districts, towns and cities of Marin, and the California Senior Legislature. As such, AAS has the overall responsibility of planning, coordinating, administering funding, and advocating for a comprehensive and integrated community-based service system to meet the needs of older persons in Marin County. The AAA provides six direct services: the Long-Term Care Ombudsman, Information & Assistance, home-delivered meals, congregate meals, nutrition education and elder abuse prevention education. The AAA contracts out many other services for older adults, persons with disabilities and family caregivers. In addition to the AAA, AAS operates the Adult Protective Services and In-Home Support Services programs.

experiencing disparities. The HHS Equity Plan is grounded in the Marin County Board of Supervisors’ definition of equity as just and fair inclusion, where all individuals can participate, prosper, and reach their full potential, and emphasize addressing historic and systemic patterns of exclusion.

Food insecurity, defined by the US Department of Agriculture as "limited or uncertain availability of nutritionally adequate and safe foods or limited or uncertain ability to acquire acceptable foods in socially acceptable ways," is known to exacerbate chronic health conditions and is also associated with increased rates of diabetes, hypertension, congestive heart failure and depression. In the United States, ten percent of older adults are food insecure or very food insecure.¹ Of these persons, over two-thirds are white and have incomes that fall above the poverty line.²

Applicants are required to review these regulations and program standards prior to submitting a proposal in order to have a full understanding of the provisions of the program. Upon request, Applicants may also review the AAA's program policies and procedures, including client grievance policies, contractor grievance policies, monitoring procedures, sanction policies, and desktop manuals.

Meals served at each site must be appropriate for the proposed target population and ready-to-eat onsite. Each Meal shall provide one-third (1/3) of the recommended dietary allowance (RDA) and comply with the current Dietary Guidelines for Americans. Menus and recipes must be submitted for review and approval by the AAA senior nutritionist/Registered Dietitian no later than one month prior to service. Production kitchens will undergo regular site visits from the AAA senior nutritionist/Registered Dietitian at least on a quarterly basis.

Proposals that demonstrate the ability to produce diverse menu offerings meals that appeal to diverse ethnic preferences, including Asian, or Latin American menu offerings, are highly desirable.

The AAA will order meals directly from the vendor, as agreed between all parties. One or more additional contracting agencies may order meals from vendor, with approval of the AAA. The AAA will administer client satisfaction surveys on an annual basis and will regularly inform vendor of diner feedback regarding meals.

All food will be delivered to each site in Marin County as specified by the AAA. The vendor will establish procedures with food drop-off sites for delivering, handling and storing meals, as approved by the AAA.

Food Safety Manager Certification

III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES

A. Summary of Contract Terms, Conditions and Requirements

The contractor shall be required to comply with the Americans With Disabilities Act of 1990, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations; this Request for Proposal RFP-HHS-2026-15; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract. The County's Professional Services Contract contains specific provisions, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments

in, any nuclear weapons contractor.

4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.
5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.
6. Applicants must have proven fiscal capacity including capacity for fund accounting.
7. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.
8. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
9. Applicants must be eligible to receive Federal funds.
10. Applicants must comply with the Levine Act and all applicable laws regarding political campaign contributions.
11. Contractors must comply with all reporting requirements set forth by the Marin Department of Health and Human Services and the State Department of Health Care Services.
12. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
13. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years.
14. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements if applicable. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.
15. Cultural Competency: It is recommended (but not required) that program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services.

Applicants who do not meet these minimum requirements may be deemed non-responsive and may not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated and no score will be assigned.

IV. Tentative Time Schedule

All applicants are hereby advised of the following schedule and will be expected to adhere to the applicant- related deadlines below:

RFP Advertised	July 29 2026
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RFP Released to Prospective Applicants	July 29 2026
Question/Answer Period Opens	July 29 2026
Virtual Pre-Proposal Bidders Conference Join Zoom Meeting https://us06web.zoom.us/j/84027276026?pwd=xWXvLSYbER29DI7qwdsaloTuAHGitb.1 Meeting chat link https://us06web.zoom.us/jc/84027276026 Meeting ID: 840 2727 6026 Passcode: 829105	Aug 4 at 10:00 AM PST
Question/Answer Period Closes	August 12, 2026 by 3:00 PM PST
RFP Answers Posted	August 19, 2026
Proposals Due	September 1 2026 by 3:00 PM PST
Sample Meal Delivery, Proposal Review and Selection Process	September 15 and 17, 2026
Notification of Intent to Award	Week of Sep 21, 2026
Protest Period Deadline	Five days post notice of non- acceptance
Public Announcement	September 28, 2026
Department Head Contract Approval	October 5, 2026
Contract Start Date**	November 1 2026

**Contract start date is contingent upon the approval of the Board of Supervisors.

There may be an additional 2 weeks added to timeline after selection for California Department of Aging (CDA) approval. This should not impact contract start date.

V. PROPOSAL INSTRUCTIONS

In responding to the RFP (the submission is hereinafter referred to as “proposal”) use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Proposal Review Committee. A non-response will result in disqualification of the Proposal. Ensure that all applicable fields are completed and that the cover page is signed.

Five (5) hot meals that meets all nutritional requirements as described in this RFP shall be delivered to 10 N San Pedro, San Rafael, 94901 on Tues. September 15 in one (1) hour increments from 11a – 4p. and Thurs. September 17 in one (1) hour increments from 11a – 4p. In written proposal, please include preferred date and time. Applicant

will be notified of time and date on Monday September 7, 2026.

A. Cover Page (Attachment A – See template)

Complete and sign the attached Cover Page (Attachment A) to the County of Marin. Include (1) Legal Name of Individual or Organization Submitting Letter of Interest, (2) Address, (3) Telephone Number and E-mail, (4) Contact Person, (5) Contact Person's E-mail Address, (6) Type of Organization, if applicable, (7) Date of Submission, (8) Federal Tax ID, (9) Total funding requested.

B. Applicant Capability (Limit 10 pages per Program Proposal, excluding reference letters)

COSTS

1. Cost per meal: this includes delivery of meals to each site 30 mins. before the start of meal. (10 points)
2. Cost of compostable or durable plates/ cutlery per meal. (5 points)

ORGANIZATIONAL CAPACITY

1. Describe your organization's history, purpose, and goals. (5 points)
2. Provide a summary of your organization's experience producing meals and/or catering meals similar to this service (5 points)
3. Describe your organization's experience working with community service providers to address the nutritional needs of specific populations, as well as your experience reaching the targeted populations, including the priority groups and areas outlined in this RFP. (5 points)
4. Describe how your organization would incorporate diner and County feedback to improve services (5 points).
5. What is your experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the target population, as appropriate? (5 points)
6. Describe the organization's experience reaching and serving persons of color (non-Caucasian or White individuals), especially older adult persons of color, in Marin County. Explain how outreach was conducted and how specific services were provided. Include the organization's experience working or partnering with community partners that serve communities of color. (4 points)
7. Describe your menu planning capabilities including how far in advance they are planned, meeting nutrition requirements (if applicable), recipe selection process, and recipe standardization process. (5 points)

ADMINISTRATIVE & FISCAL QUALIFICATIONS

1. Describe the positions, duties, and full-time equivalent hours of staff that will be involved in the preparation and delivery of meals to specified sites. (5 points)
2. Describe annual training plan of staff and volunteers as detailed in *Elderly Nutrition Program Manual*. Identify overall goals of the proposed program. (5 points)

C. Non-Collusion Affidavit (Attachment E)

1. Provide a minimum of 2 references for which your agency has provided services similar to those described in this RFP. References shall include: entity, contact name, address, title, phone number, and term of contract.

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation, and submission of proposals.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The proposals will become the property of the County upon submission and may be subject to the terms of the California Public Records Act ("PRA"), as required by law.
4. By submitting an proposal, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the proposal submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as "CONFIDENTIAL AND PROPRIETARY" and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.
5. After submission of the proposal and closing of the proposal period, no information other than what is outlined in this RFP will be released, until an award becomes final.
6. The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.
8. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.
9. An applicant may not be recommended for funding, regardless of the merits of the proposal submitted, if it has a history of contract non-compliance with the requirements of HHS or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
10. A proposal may be **immediately** rejected and disqualified for any of the following reasons:
 - a. The proposal is not received at the time and place specified in the RFP;
 - b. The proposal does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
 - c. Evidence indicates that the proposer, proposer's staff or consultants have in any way attempted to influence the confidential nature of the review through contact with Marin County staff or members of the selection

review committee.

B. Submission Deadline and Format

Only one proposal may be submitted from a single proposer. Collaborative proposals that show a strong inter-agency partnership to develop a robust program that does not lead to duplicative or fragmented services are highly desirable.

When preparing a proposal in response to this request, please:

- Carefully read the entire RFP document before you start, and make sure that all procedures and requirements of the RFP are accurately followed and addressed.
- Review answers to questions posted by proposers (Pre-Submittal Conference and/or questions and answers from website), as noticed in this document.
- Carefully review the entire proposal prior to submittal and use the checklist provided in this RFP to make sure everything has been completed as instructed.
- Submit a complete proposal by the required deadline.

Submittal Requirements

The County of Marin has transitioned its bidding processes to the Bid Express® online platform. Please submit your proposal including all attachments by September 1, 2026, 3:00 pm PST. No verbal proposal will be considered.

Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at <https://www.bidexpress.com/businesses/53528/home> Bidders must register for a free Bid Express account to view project solicitations; download bid documents; see the plan holder's list and submit bid RFIs.

Submitted responses must include the form(s) provided with this solicitation package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

Electronic submissions via Bid Express® OR one (1) written original (marked as such) and one electronic copy on a USB are due on September 1, 2026, 3:00 pm PST. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of 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.

Proposals shall be submitted electronically via BidExpress or in-person by an appropriate date/time. An acknowledgement email will be sent to you when your proposal has been received. If you do not receive an email indicating "Received" it is your responsibility by September 2, 2026, 3:00 pm PST, one business day from submission deadline, to follow-up with staff at Procurement@MarinCounty.Gov to confirm receipt. If you do not obtain a "Received" email and also do not follow-up, staff is not required to consider your submission.

Delivery Address:

Marin County Department of Health and Human Services,
C/O: David Lawlor
3501 Civic Center Drive #304
San Rafael, CA 94903

All proposals shall be clearly marked “**RFP-HHS-2026-15 Do Not Open**” on the outside of the proposal package.

The County of 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. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

1. Proposals must be received by the date and time recited above. It is up to the applicant to ensure that the proposal was received by the date and time recited above. Proposals, modifications, or corrections received after the deadline specified will not be considered, except if such modifications or corrections were at the County’s request.
2. Only Proposals submitted in the format described within this RFP will be considered. Proposals must be submitted via website and uploaded via PDF on standard 8-1/2" x 11", typed, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Must be in accessible format.
3. A proposal may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
4. The County may in its discretion, accept or reject in whole or in part any or all Proposals, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in a proposal. The County's waiver of an immaterial defect shall in no way modify the Proposal requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.
5. The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of 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 the County. The Non-Collusion Affidavit – Attachment E shall be signed and returned with the submitted proposal.

C. Contact between Applicant and County

- (1) **County staff contact:** During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.
- (2) **Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County’s website and contain a contact name and address. All questions must be posted by August 12, 2026 at 3:00 PM PST and responses will be available on the County’s website on or before August 19, 2026. No telephone consultation will be provided. **Questions must be submitted via email to Procurement@MarinCounty.Gov or via BidExpress.**
- (3) **Pre-Proposal Conference:** There will be a non-mandatory pre-proposal conference at the date and time listed below. Attendance is optional and not a pre-requisite for submission of a proposal. All questions asked and answers given will be posted via the County website at <https://www.marincounty.gov/contracting-opportunities>

Date: Tuesday, August 4, 2026

Time: 10:00-11:00 am PST

Zoom Link:

<https://us06web.zoom.us/j/84027276026?pwd=xWXvLSYbER29DI7qwdaloTuAHGitb.1>

Meeting chat link

<https://us06web.zoom.us/jc/84027276026>

Meeting ID: 840 2727 6026

Passcode: 829105

VII. PROPOSAL REVIEW AND SELECTION PROCESS

A. Proposal Review and Selection

HHS staff will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the proposal may be disqualified.

All proposals that pass the initial technical review will be submitted to a selection committee that shall evaluate and rank the written proposals and sample meals.

The committee will be comprised of parties knowledgeable about the services sought by this RFP from diverse backgrounds, **including persons with lived experience from the target population of this RFP**, representatives from other county departments, representatives from local advisory boards or community based organizations, and/or any other individuals that HHS deems capable and appropriate for the selection of potential providers. The committee shall not include any potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each proposal using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP. A copy of the scoring instrument that will be used can be found in Attachment F. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

The committee will make an award recommendation to the Director of Aging and Adult Services or the Director of Health and Human Services, or designee, who will make the final recommendation to the Marin County Board of Supervisors or County Executive.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the Proposals. The County may also request additional information necessary to determine the applicant's financial stability, ability to perform on schedule or willingness to incorporate additional features in the proposal, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be emailed to all applicants evaluated by the committee.

B. Protest Procedure

Within five calendar days of the issuance of a notice of intent to award the contract, any Applicant that has submitted a proposal may submit a written notice of protest. The notice of protest must include a written

statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Applicant must specify facts and evidence sufficient for the County to determine the validity of the protest.

Delivery of Protest:

All protests must be submitted in writing and received five days post notice of non-acceptance by email to Procurement@MarinCounty.Gov or at the following address:

Marin County Department of Health and Human Services,
C/O: David Lawlor
3501 Civic Center Drive #304
San Rafael, CA 94903

If a protest is mailed via U.S. Mail, it must be postmarked within 5 calendar days of the notice issuance. The Applicant bears the risk of non-delivery.

The protest will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFP Proposal(s), the public notice, the Request for Proposal document, and the scoring instruments of the Proposal review committee, and any other document deemed appropriate. The Department Director or designee will provide a written response to the protest, including any action that will be taken, if applicable. The decision of the Department Director or designee shall be final.

C. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County's Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. **No other provisions of the County's Standard Professional Services Contract will be negotiated.** Refer to Attachment D for a copy of the County's Standard Professional Services Contract.

The applicant grantee awarded a contract under this proposal process will be required to adhere to the reporting requirements set forth by HHS, as well as to provide any additional data needed to satisfy other County, state, or federal reporting requirements.

For the duration of the contract period, contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.

ATTACHMENT A

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF AGING AND ADULT SERVICES**

CONGREAGTE MEAL PRODUCTION FOR OLDER ADULTS

RFP-HHS-2026-15

Date: _____

Legal Applicant:

Organization Name:

Address:

Telephone:

E-mail:

Contact Person:

Contact Person's E-mail Address:

Type of Organization (if Applicable):

Date of Submission:

Federal Tax ID No.

Funding Requested

Certifications

I certify that to the best of my knowledge the information contained in this application is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors.

I further certify that the costs of the proposed project can be carried by the applicant for at least 60 days at any point during the term of the contract.

Signature:

Date:

Name:

Title:

For County Use Only

Date Received:

Time Received:

Marin County Staff Signature Acknowledging Receipt of Application:

ATTACHMENT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE: Congregate Meal Production (RFP-HHS-2026-15)

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	☐	\$	
Automobile Liability Insurance	☐	\$	
Workers' Compensation Insurance	☐		
Professional Liability Deductible	☐	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

ATTACHMENT “D”

DEBARMENT CERTIFICATION FOR CONTRACTORS

(FY 2026 - 2027)

CONTRACTOR: Contractor Name

CONTRACT TITLE: Congregate Meals

ATTACHMENT – E

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH
PROPOSAL

RFP-HHS-2026-15

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

ATTACHMENT F: SCORING SHEET

Costs (15 points)			
Question	Evaluation Criteria	Available Points	Applicant Points
Cost per meal. This includes delivery to each site 30 mins. before the start of meal.	Applicant has methodology of sourcing appropriate ingredients. Applicant has staff dedicated to producing meals for this program and for the delivery of meals to specified sites.	10	
Cost of compostable or durable plates/ cutlery per meal.	Applicant has a method of sourcing and delivering plates/ cutlery to each site at time of meal. If planning to use durable plates/ cutlery, applicant demonstrates ability to drop off and pick up soiled dishware.	5	
TOTAL POINTS		15	

ORGANIZATIONAL CAPACITY (35) Maximum Points)			
Question	Evaluation Criteria	Available Points	Applicant Points
1. Describe your organization's history, purpose, and goals.	Applicant has a well-established history of serving specific populations. Applicant's mission, purpose, and goals are aligned with the priorities set forth.	5	
2. Provide a summary of your organization's experience producing meals and/or catering meals similar to this service.	Applicant demonstrates prior experience delivering the service proposed.	5	
3. Describe your organization's experience working with community service providers to address the nutritional needs of specific populations, as well as your experience reaching the	Applicant has a clear understanding of the priority group(s) or communities identified. Applicant demonstrates experience reaching and serving priority group(s) and/or target area. Applicant has worked successfully with similar agencies.	5	

targeted populations, including the priority groups and areas outlined in this RFP.			
4. Describe how your organization would incorporate diner and County feedback to improve services.	Applicant demonstrates ability to improve and/ or alter processes to improve services.	5	
6. What is your experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the target population, as appropriate?	Applicant demonstrates the ability to meet the diverse linguistic, cultural, gender and other needs of older adults.	5	
7. Describe your menu planning capabilities including how far in advance they are planned, meeting nutrition requirements (if applicable), recipe selection process, and recipe standardization process.	Applicant meets all requirements as detailed in RFP.	5	
TOTAL POINTS		30	

ADMINISTRATIVE & FISCAL QUALIFICATIONS (10 Maximum Points)			
Question	Evaluation Criteria	Available Points	Applicant Points
1. Describe the positions, duties, and full-time equivalent hours of staff that will be involved in the preparation and delivery of meals to specified sites.	Staff (and volunteer, if applicable) positions, duties, and hours are appropriate and adequate to deliver, manage, and administer the program.	5	
2. Describe annual training plan of staff and volunteers as detailed in <i>Elderly Nutrition Program Manual</i> .	Staff (and volunteers, if applicable) are trained for a minimum of four hours on the required topics listed in <i>Elderly Nutrition Program Manual</i> .	5	

TOTAL POINTS	10	
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SAMPLE MENU AND TASTE TEST (25 Maximum Points)			
Question	Evaluation Criteria	Available Points	Applicant Points
1. Menu has different weekly options, including vegetarian and non-vegetarian options.	Considerations: - Variety of proteins, carbohydrates/starches and vegetables. - Inclusion of different cultural meals. - Age appropriateness of meals.	10	
2. Taste evaluation	Considerations: - Do the ingredients complement each other well? - No overpowering flavors of saltiness, bitterness, sourness or sweetness. - Are any parts of the sample undercooked or overcooked? - Does it taste fresh?	5	
3. Evaluate texture/ mouth feel.	Considerations: - Temperature of foods – are hot foods hot and cold foods cold? - Are any parts of the meal too wet/soggy or dry? - Do any parts of the meal feel grainy or gritty? - Does the food leave an oily feel to your mouth after chewing/swallowing?	5	
4. Evaluate appearance.	Considerations: - Does the meal look colorful? - Does the meal look appetizing?	5	
TOTAL POINTS		25	

Reviewer's Comments:

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2025 - Revised**

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County 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 County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least ten years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

The County of Marin shall be entitled to use any and all work product resulting from this Contract, and Contractor hereby grants County an irrevocable, non-exclusive and royalty-free license to use, copy, publish, reproduce, and make derivative use of the same.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. DIGITAL ACCESSIBILITY:

Contractor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version, including any and all other applicable law regarding accessibility requirements. Contractor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Contractor, and in any software, documents, videos, and/or trainings given and published by Contractor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Contractor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with Contractor around accessibility, understanding that it is the Contractor's responsibility to conduct accessibility testing, provide proof of compliance, and create accessible deliverables.

21. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

22. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

23. ACKNOWLEDGEMENT OF EXHIBITS

☒ Check applicable Exhibits

CONTRACTOR'S
INITIALS

<u>EXHIBIT A.</u>	☐ Scope of Services	
<u>EXHIBIT B.</u>	☐ Fees and Payment	
<u>EXHIBIT C.</u>	☐ Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	☐ Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	☐ Subcontractor's Debarment Certification	
<u>EXHIBIT F.</u>	☐ Federal Provisions Exhibit/ Attachment 1	
<u>OTHER REQUIRED</u>	☐	
<u>EXHIBITS (HHS</u>	☐	
<u>USE ONLY)</u>	☐	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____

Name: _____

Title: _____

APPROVED BY COUNTY OF MARIN:

By: _____

=====

COUNTY COUNSEL REVIEW AND APPROVAL *(required if template content has been modified)*

County Counsel: _____ Date: _____