



# **REQUEST FOR PROPOSAL**

**For**

## **FIELD COMPLIANCE/RECYCLING CONTRACTOR**

**ISSUED: June 11, 2018**

**PROPOSALS DUE: July 02, 2018**

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## **1. INTRODUCTION AND BACKGROUND**

RecycleSmart (Central Contra Costa Solid Waste Authority) invites companies and individuals to submit their qualifications to provide part-time field compliance/recycling contractor services to monitor and verify garbage company compliance with RecycleSmart's solid waste franchise, and customer compliance with local and State requirements, primarily recycling requirements.

RecycleSmart is a local government joint powers authority, whose member agencies include the Towns of Danville and Moraga, and the Cities of Lafayette, Orinda, and Walnut Creek, and surrounding unincorporated central Contra Costa County.

RecycleSmart is responsible for managing the solid waste programs for its member agencies, including developing and implementing programs that enable its member agencies to meet or exceed the State-mandated goal of reducing and recycling solid waste. Currently, RecycleSmart has a franchise agreement with Republic Services for the collection, transfer, and disposal of residential and commercial solid waste, recycling, and organic waste. Republic also provides compost processing for residential and commercial organics and transfers commercial food waste to EBMUD for digestion processing. RecycleSmart contracts with Mt. Diablo Recycling for recyclable processing and for residential reuse collection service.

Current residential recycling services offered by Republic Service include:

- Weekly collection of solid waste, recycling, and green waste. Residential food waste may be included in the green waste carts.

Current commercial recycling services offered by Republic Service include:

- Weekly collection of recycling and organics. Businesses have the option of using cart or bin services with varied capacity to meet material generation and enclosure space needs.
- Separate commercial food waste collection services for large generators such as restaurants and grocery stores.
- Waste audits, employee training and technical assistance.

Republic uses an InfoPro database in the office and the Recyclist application in the field.

Current services provided by Mt. Diablo Recycling include:

- Collecting reusable items on Reuse Days and managing their distribution.
- Processing of all RecycleSmart area recyclables.

Copies of the franchise agreements with both companies are available on the RecycleSmart website, at <https://www.recyclesmart.org/franchise>

Under our local law, commercial and multi-family properties with five or more units are required to recycle. (A copy of Ordinance 15-1 is attached for reference.) RecycleSmart does not have local laws requiring green waste or organics recycling, but under AB 1826, the following requirements may apply to certain commercial customers in our jurisdiction:

- As of January 1, 2017: Businesses that generate 4 cubic yards of organic waste per week shall arrange for organic waste recycling services.
- As of January 1, 2019: Businesses that generate 4 cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.

## **2. SCOPE OF SERVICES**

The work will involve driving, in-the-field investigation, computer work, and both independent work and collaborative work with contractors and customers. All activities will be under RecycleSmart staff oversight and coordinated with Republic Services' field staff. The primary duties of the contractor will include, but are not limited to:

- Confirm compliance with in-the-field franchise agreement terms and verify that all processes are in accordance with current franchise requirements.
- Confirm customer compliance with local and State solid waste and recycling requirements.
- Perform professional administrative tasks reviewing and investigating field compliance with franchise agreements.
- Conduct on-site interviews with contractors and customers and evaluate contractor work performance to monitor contract compliance in the field.
- Conduct on-site customer and franchise contractor visits to verify the functionality and legitimacy of services provided to physical premises, and day-to-day operations pertaining to solid waste services.
- Prepare clear and concise reports and provide meaningful analysis of the information.
- Address delicate or sensitive issues in a tactful, effective manner with franchise contractor.

The proposer selected should also have knowledge of:

- Solid waste services
- Local and State Codes, statutes and laws related to solid waste
- Procedures and guidelines used to investigate customer service complaints
- Contract administration and management
- Computer databases and applications
- Organics/Composting Facility Operations
- Both theoretical and practical aspects of contract management, code compliance, and solid waste services

### **3. REQUEST FOR PROPOSALS**

The Scope of Services describes activities and services of interest to RecycleSmart staff. RecycleSmart invites qualified individuals to respond to this RFP and to include the information requested below. All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the contractor's capabilities, competence, and capacity will be considered as well. RecycleSmart reserves the right to choose the overall best candidate according to its criteria. RecycleSmart will be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement.

Note: Excluding personal contact information, proposals are public records and will be available for public review upon request after the RFP process and all negotiations have concluded. If a proposer believes that any other portion of its proposal contains any information that is exempt from disclosure under the California Public Records Act, the proposer shall submit a redacted version of the proposal and shall separately agree to indemnify and defend RecycleSmart for any actions arising out of the withholding of the redacted information.

### **4. ANTICIPATED TIMELINE**

The following timeline provides anticipated dates for conduct of this RFP, selection of a contractor(s) and start of work:

	<b>Action</b>	<b>Approximate Date</b>
1.	Request for Proposal (RFP) Issued	June 11, 2018
2.	Question Submission Deadline	June 20, 2018
3.	Deadline for Submission of Proposal to RecycleSmart	July 2, 2018
4.	Provider Services Agreement Submitted to Board of Directors for Approval	July 26, 2018
5.	Work Begins	September 1, 2018

Dates subject to change at the discretion of RecycleSmart.

**5. EVALUATION CRITERIA**

RecycleSmart staff will use the following criteria in evaluating proposals and making final selection of a contractor(s):

	<b>RFP Responsiveness</b>	<b>Grading</b>
<b>1.</b>	Technical capabilities related to code enforcement and contract compliance	40
<b>2.</b>	Proposers specialized knowledge and qualifications	20
<b>3.</b>	Cost	20
<b>4.</b>	Demonstrated municipal government experience	15
<b>5.</b>	Clarity of proposal	5

**6. TERM AGREEMENT**

It is anticipated that the work will begin on or about September 1, 2018 and will conclude not later than August 31, 2019.

**7. RFP QUESTION SUBMISSION/AGENCY CONTACT**

Questions regarding the RFP, or its process, should be submitted in writing to [Authority@recyclesmart.org](mailto:Authority@recyclesmart.org) by **June 20 at 5:00 pm**. All questions and responses may be shared with other proposers. For general questions, please call our office at (925) 906-1801.

**8. PROPOSAL SUBMISSION DEADLINE**

**All proposals must be received no later than 5:00 p.m.  
July 2 2018 at the address listed below. Late proposals will not be accepted.  
Postmarks will not be accepted. Incomplete proposals will not be considered. It  
is the responsibility of the proposer to ensure that the RFP responses and work  
samples arrive in a timely manner**

**9. SUBMITTAL INFORMATION**

Submit three (3) hard copies of the proposal to:

**RecycleSmart  
Attn: Field Compliance/Recycling Contractor  
1850 Mt. Diablo Blvd., Suite 320  
Walnut Creek, CA 94596**

If you wish to hand-carry your proposal to our office, you may deliver it to the address above ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Agency.

Review all elements of this RFP carefully. Proposals that do not adequately address the items requested may be considered non-responsive.

## **10. REQUIRED INFORMATION**

Your proposal must provide the following:

- A. **Letter of Interest.** Please include a letter expressing your interest in being considered for the work.
- B. **Experience and Qualifications.** Please provide background information on the proposer or company, company office location, company office phone number and company website address. Describe the experience, qualifications and any other vital information of all key personnel who may be assigned to perform services described in this RFP. Key personnel include owners, partners, managers, associates, and other professional staff who will perform work and/or services on this project. Please provide resumes for all staff. and describe your relevant experience, qualifications and any other important information.
- C. **Costs.** Please submit a fee proposal that includes the proposed fee for 15 hours of work per week, and an hourly fee schedule for additional hours over 15 per week. Please identify any travel expenses, markups or other pertinent costs.
- D. **Samples of Work.** Include samples of reports or similar work produced for other clients, preferably for public agencies. Samples will not be returned.
- E. **Comments on or Requested Changes to Contract.** The RecycleSmart standard professional services agreement is included as an attachment to this RFP. The proposer shall identify any objections to and/or request changes to the standard contract language in this section.
- F. **References.** List of at least three references with contact information, at least one of whom is a client for whom you have done similar work in the past. A description of services rendered should accompany the reference(s).

## **11. PROPOSAL DEVELOPMENT COSTS**

Any costs incurred by a proposer in the preparation of a response to this RFP are the sole responsibility of the proposer.

## **12. EVALUATION OF PROPOSALS**

The proposals will be evaluated by RecycleSmart staff and will be based on the Proposal Evaluation Criteria list in this RFP.

Staff will make a recommendation for award of this contract to the RecycleSmart Board of Directors at their July 26, 2018 meeting.

## **13. ACCEPTANCE OR REJECTION OF PROPOSAL**

RecycleSmart reserves all its rights and options including, without limitation:

- To accept or reject any portion of the proposal;
- To reject any and all proposals that fail to meet the requirements of this RFP;
- To accept proposals that are, in the judgment of the Agency, in the best interest of the Agency;
- To request clarification from any respondent;
- To reject any and all non-responsive proposals;
- To waive irregularities in any proposal that the Agency may elect to waive;
- To reject all proposals without cause; or
- To issue subsequent requests for new proposals.

## **14. CONFERENCE CALL INTERVIEWS**

Depending upon the responses to this RFP, RecycleSmart may elect to hold evaluative interviews via conference call. However, the Agency reserves the right to select a proposer based on an evaluation of the written proposals received and references, thereby eliminating interviews.

## **15. AWARD OF CONTRACT**

RecycleSmart reserves all its rights in this RFP process, including not selecting a proposer/contractor through this process.

## **ATTACHMENTS**

- A. Standard Provider Services Agreement
- B. Ordinance 15-1



**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**  
**PROVIDER SERVICES AGREEMENT WITH**  
**Insert Company Name Here**  
**FOR ASSISTANCE WITH**

THIS AGREEMENT is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and \_\_\_\_\_s("Provider"), effective \_\_\_\_\_.

**RECITALS**

- A. WHEREAS the CCCSWA desires to contract with the Provider for assistance related to xxx; and
- B. WHEREAS the Provider desires to perform such professional services for the CCCSWA.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the CCCSWA and Provider agree as follows:

**AGREEMENTS**

1. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the following professional services, which are fully outline in the Provider's proposal (Attachment A) :

2. Payment.

- a. Payment for Professional Services. Provider shall invoice the CCCSWA a total cost **not-to-exceed** \_\_\_\_\_.
- b. Reimbursement of Expenses.
- c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA and Provider.

3. Responsible Personnel. The professional services described in this agreement shall be performed in part and supervised by **Insert Name Here**. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the CCCSWA.

4. Facilities and Equipment. Provider shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

5. Independent Contractor. Both parties understand that Provider, its agents, employees and independent contractors are and shall at all times remain as to the CCCSWA wholly independent contractors. Neither the CCCSWA nor any of its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall have any control over the manner by which the Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or independent contractors are agents or employees of the CCCSWA. Except as the CCCSWA may specify in writing, Provider shall have no authority, express or implied, to act on behalf

of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever.

6. Termination. The CCCSWA may terminate this Agreement at any time without cause immediately upon giving Provider written notice of such termination. Upon receipt of such notice and if requested to do so by the CCCSWA, Provider shall stop work at the stage directed by CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Provider shall accept as full payment for services rendered to the date of termination a pro rata share of the total contract payment based on the portion of work actually performed.

7. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement by Provider or Provider's employees, officers, officials, agents or independent contractors.

8. Copyright. The CCCSWA does not authorize the impermissible use of any patent or the reproduction of any copyrighted material by Provider that exceeds fair use in the performance of this Agreement. Provider is solely responsible for any such infringement.

Provider shall indemnify the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.

9. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the CCCSWA. Provider shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

4) Errors and Omissions Liability: \$1,000,000 per occurrence.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. At the option of the CCCSWA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents; or Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages.

(a) The CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Provider; products and completed operations of Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.

(b) Provider's insurance coverage shall be primary insurance as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.

(d) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents for losses arising from work performed by Provider for the CCCSWA.

3) All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CCCSWA.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's Key Rating Guide rating of no less than A:VII

f. Verification of Coverage.

Provider shall furnish the CCCSWA with certificates of insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the CCCSWA before work commences. The CCCSWA reserves the right to require complete certified copies of all required insurance policies, at any time.

10. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this Article requires Provider to be responsible for safety of the CCCSWA's property or the CCCSWA's personnel or the property or personnel of any third parties over which Provider has no authority or control. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA's Executive Director by telephone.

11. Authority and Notice. The CCCSWA's Executive Director will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA's policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in the CCCSWA's representative, the CCCSWA will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address:

CCCSWA:

Mr. Ken Etherington, Executive Director  
CCCSWA  
1850 Mt. Diablo Blvd., Suite 320  
Walnut Creek, CA 94596

Telephone: 925-906-1801

PROVIDER:

Name, Title  
Company  
Address  
City

Telephone:

12. Assignment. This Agreement contemplates the personal services of Provider and its employees and it is understood by both parties that a substantial inducement to CCCSWA for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor CCCSWA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder.

13. Qualifications. Provider represents that it and its employees are fully qualified to perform the services under this Agreement. Provider represents and warrants to the CCCSWA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

14. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and all time deadlines shall be strictly construed.

15. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to CCCSWA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The CCCSWA shall be the sole judge as to whether the product of the Provider is satisfactory.

The CCCSWA's review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of responsibility for the professional and/or technical adequacy of its work. Neither the CCCSWA's review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

16. Prohibited Interests. No officer or employee of the CCCSWA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CCCSWA if this provision is violated.

17. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

18. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

CCCSWA:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

PROVIDER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment: A: Scope of Work and Budget



**CENTRAL CONTRA COSTA SOLID  
WASTE AUTHORITY**

**ORDINANCE NO. 15-1**

**MANDATORY COMMERCIAL RECYCLING**

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**

**ORDINANCE NO. 15-1**

**MANDATORY COMMERCIAL RECYCLING**

BE IT ORDAINED by the BOARD OF DIRECTORS of the CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY, as follows:

**Section I. Purpose and Findings.**

- A. The Central Contra Costa Solid Waste Authority (the “CCCSWA”) hereby recites and finds as follows:
1. The California Integrated Waste Management Act of 1989 requires that each city and county divert 50% of its waste stream.
  2. Assembly Bill 341 (“AB 341”) establishes a new diversion goal of 75% by 2020 (Public Resources Code sec. 41780.01). AB 341 also requires mandatory commercial recycling for all Responsible Parties generating four (4) cubic yards or more of waste per week, and for multi-family residential premises with five (5) units or more (Public Resources Code sec. 42649.2).
  3. The diversion and recycling of Recyclable Materials will assist the CCCSWA in helping Member Agencies achieve these state-mandated goals and help postpone the need for new landfill capacity.
  4. The member agencies have previously delegated their authority to the CCCSWA to enter into agreements concerning solid waste, recyclables, green waste and food waste and to implement their SRREs and HHWEs.
  5. Efforts by the CCCSWA and the private sector to encourage voluntary diversion of commercial and special event recyclable materials have not achieved desired levels of diversion. Additional efforts are necessary to ensure continued compliance with the requirements of the State recycling law and to ensure maximum recovery of valuable resources.
  6. The Board of Directors of the CCCSWA has determined that consistent achievement of the 50% landfill diversion goal and future achievement of 75% by 2020 will be promoted by the jurisdiction-wide collection of Recyclable Materials from Commercial or Industrial establishments.
  7. The CCCSWA has initiated new franchised solid waste services commencing February 28, 2015 to serve residential, commercial and other waste generators within its jurisdiction. These services include commercial collection and processing services designed to meet and exceed State and local diversion goals, including the commercial recycling mandated by AB 341.



8. This ordinance was preceded by Ordinance 12-1 (which expired February 28, 2015) and Ordinance 96-1 (which was terminated on September 26, 2012).

## **Section II. Effective Date.**

- A. This Ordinance shall take effect on June 1, 2015. This Ordinance will be reviewed periodically once implemented and amendments will be recommended to the Board of Directors, as needed, to improve effectiveness and performance of commercial recycling services governed by this Ordinance.

## **Section III. Definitions.**

- A. The following words and phrases, whenever used in this Ordinance shall be construed as hereafter set out, unless it shall be apparent from the context that they have a different meaning.
  1. **“Board of Directors”** means the Board of Directors of the CCCSWA.
  2. **“CCCSWA”** means the Central Contra Costa Solid Waste Authority or its designated representative.
  3. **“Commercial or Industrial Premises”** means property upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property.
  4. **“Composting Facility”** means a permitted facility in which green waste, food waste, and other organic waste materials are processed into biologically stable organic material.
  5. **“Construction and Demolition Debris”** means used or discarded materials removed from Premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any pavement, residential or commercial building or other structure.
  6. **“Digestion Facility”** means a permitted facility in which Green Waste, Food Waste, and/or other organic waste materials are processed within an enclosed chamber using microorganisms to break down biodegradable material, normally in the absence of oxygen.
  7. **“Executive Director”** means the Executive Director of the CCCSWA.
  8. **“Food Waste”** means food scraps separated from Solid Waste and offered for collection that will decompose and/or putrefy.
  9. **“Franchised Recycling Contractor”** means the Person that is franchised by the CCCSWA to collect and/or transport Recyclable Materials generated at Multifamily

Residential, Commercial or Industrial Premises within the Service Area.

10. **“Green Waste”** means tree trimmings, grass cuttings, dead plants, leaves, branches, and dead trees (not more than six (6) inches in diameter) and similar materials generated at the Commercial or Industrial Premises.
11. **“Member Agencies”** means the member agencies of the CCCSWA, which includes Contra Costa County, and the Cities/Towns of Danville, Lafayette, Moraga, Orinda, and Walnut Creek.
12. **“Multi-Family Residential Premises”** means a complex of dwelling units consisting of five (5) units or more used for residential purposes and where there are kitchen facilities and residents do not pay rent on a per day basis regardless of whether the resident therein is transient, temporary or permanent.
13. **“Permitted Construction and Demolition Debris Transporter”** means a Person or business entity that has been issued a Permit from the CCCSWA and that is in the business of collecting and/or transporting Construction and Demolition Debris and/or Green Waste to a Recycling Facility.
14. **“Person”** means an individual, association, partnership, corporation, or joint venture.
15. **“Premises”** means any tract or parcel with or without habitable buildings or appurtenant structures within the CCCSWA Service Area where Solid Waste is generated or accumulated.
16. **“Recyclable Materials”** means any material, any part of which may be recycled. Recycled Materials shall include, but not be limited to the following: newspapers, glass, tin, aluminum, metal, food and beverage containers, cardboard, mixed waste paper and magazines, waste motor oil, plastic containers and other recyclable or reusable goods.
17. **“Recycling or Processing Facility”** means a facility that has adequate capacity for receipt, sorting, storage and processing of Recyclable Materials so that they can be further processed or sold to end-use markets, and is operated in compliance with applicable state and local statutes and regulations, including permitting requirements when applicable. Such facility must be able to demonstrate that it obtains no more than 10% residual after processing and handling Recyclable Materials, in accordance with CalRecycle regulations for processing and handling facilities as they may be amended from time to time.
18. **“Residual”** means contaminant material, separated from Recyclable Materials or Green Waste that cannot be recycled, composted, marketed or otherwise utilized, and must be disposed of as Solid Waste, hazardous waste, or medical waste.
19. **“Responsible Party”** means the Person(s) who subscribes to Solid Waste collection services at a Commercial or Industrial, or Multi-Family Residential Premises, or, if

there is no such subscriber, the owner(s) of the Commercial or Industrial, or Multi-Family Residential Premises, or tenant(s) of Commercial or Industrial Premises.

20. **“Self-Haul”** means the act of transferring Recyclable Materials to a Recycling Facility for reuse or reprocessing by the Responsible Party using its own employees and vehicles.
21. **“Service Area”** means the physical area encompassed by the jurisdiction of the CCCSWA.
22. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid and liquid wastes including garbage, trash, refuse, soiled paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge that is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semi-solid wastes as defined in California Public Resource Code section 40191, as that section may be amended from time to time. Any such material that a Waste Generator discards and does not sell or dispose of in any manner for which the Waste Generator receives compensation is Solid Waste.
23. **“Special Permit Collector”** means a Person that has complied with local legal requirements and is permitted by the CCCSWA to collect and/or transport Recyclable Materials generated at Commercial or Industrial Premises from the Service Area that are not being addressed by Franchised Recycling Contractors or other authorized services.
24. **“Waste Generator”** means any person as defined by Section 40170 of the Public Resources Code, whose act or process produces Solid Waste, or whose act first causes Solid Waste to become subject to regulation.

#### **Section IV. Requirement for Responsible Parties.**

- A. Each Responsible Party within the Service Area shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance. Each Responsible Party shall:
  1. Segregate Recyclable Materials from Solid Waste; and either:
    - a. Subscribe to a basic level of recycling service using the Franchised Recycling Contractor that includes at a minimum, the collection of Recyclable Materials and transfer to a Recycling Facility for the purpose of reuse or reprocessing; or
    - b. Self-Haul all Recyclable Materials and maintain and submit records of Self-Hauling activities in accordance with section VI. D. of this ordinance or any other applicable law or regulation.

- B. Each Responsible Party shall notify and instruct employees in writing of applicable segregation requirements, including outreach and training on what materials are required to be separated from each other and/or commingled, and how to segregate such material.
- C. All Recyclable Materials shall be placed for collection in covered collection containers conforming to the following requirements:
  - 1. No container shall be loaded beyond its capacity.
  - 2. It shall be the Responsible Party's responsibility to keep the containers used for the storage and collection of Recyclable Material generated on the Premises in a clean and sanitary condition.
  - 3. No material or containers shall be kept or handled in such a manner as to become a nuisance.
  - 4. No putrescible materials such as Food Waste shall be commingled with Recyclable Materials, unless specifically permitted.
  - 5. No Recyclable Material shall be allowed to become odoriferous or a producer of vermin.
  - 6. Lids on containers shall remain closed at all times while stored or placed for collection.
- D. When self-hauling, each Responsible Party shall ensure that Recyclable Materials generated at its property/ies will be taken only to a Recycling, Composting or Digestion Facility or make other arrangements to ensure that the materials are recycled or processed and not delivered to a landfill for disposal. In these cases Responsible Parties shall not dispose of, or arrange for disposal of Recyclable Materials by placement in a landfill except in an emergency situation, or when no viable markets or Recycling Facilities are available, as determined by the CCCSWA Executive Director, or designee. Further, all Responsible Parties are encouraged to consider recycling additional materials, whether or not they have been specifically designated.
- E. The Franchised Recycling Contractor shall not be held liable for the failure of its customers to comply with such regulations.

## **Section V. Authorization of Commercial Recyclers.**

- A. No person shall provide services as a collector or hauler of Recyclable Materials generated at Commercial or Industrial Premises or Multi-Family Residential Premises within the boundaries of the CCCSWA without either being:
  - 1. The Franchised Recycling Contractor, or
  - 2. A Permitted Construction and Demolition Debris Transporter, or

3. A Special Permit Collector.

- B. Special Permit Collectors will be permitted to collect only non-standard items that Franchised Recycling Contractor does not collect as of the effective date of this Ordinance. Special permits may be issued at the discretion of the Executive Director to allow servicing of needs that are not being addressed by franchised or other authorized services.
- C. Notwithstanding the above, this ordinance is not intended to prevent the collection and hauling of donated Recyclable Materials by civic, youth, or charitable organizations, or the collection and hauling of Recyclable Materials that are sold to the vendors that collect and haul such Recyclable Materials for net compensation to the Responsible Party or Waste Generator.

**Section VI. Self-Hauling by Responsible Party.**

- A. A Responsible Party may transport Recyclable Materials generated at its business or property to a Recycling Facility without using the Franchised Recycling Contractor only if the Responsible Party completes its activity via Self-Hauling.
- B. Self-Hauling does not include contracting for or hiring a third party to transport the Recyclable Materials. Self-Hauling strictly prohibits payment of a third party collector/hauler to transfer Recyclable Materials unless that collector/hauler is authorized by the CCCSWA.
- C. The CCCSWA Executive Director may restrict or prohibit Self-Hauling by a Responsible Party if he or she determines, after providing notice and an opportunity for a hearing, that the Responsible Party's Self-Hauling activities violate the provisions of this Section or any other applicable law or regulation.
- D. Responsible Parties that choose to Self-Haul must keep records documenting all Self-Haul activities for a one-year period. Such records must be made available to the CCCSWA upon demand. The CCCSWA will utilize a Self-Haul report form that will include the following information:
  - 1. The name, address and telephone number of the Responsible Party's representative managing or familiar with the Responsible Party's Self-Haul practice.
  - 2. A list of the types of Recyclable Materials transported by Self-Haul.
  - 3. For each type of Recyclable Material, the amount (weight) that is being taken from the Responsible Party's business or property to a Recycling Facility on a quarterly basis by Self-Haul.
  - 4. The name and address of the receiving Recycling Facility.

## **Section VII. Ordinance Exemptions.**

- A. Responsible Parties shall be exempt from the requirement to either subscribe to recycling service or to Self-Haul their Recyclable Materials under this Ordinance when any of the following exemptions apply:
1. Inadequate Space and Zoning Violations. A Responsible Party may be exempted from the requirement to segregate and recycle Recyclable Materials under this Ordinance by the Executive Director or designee, if it is determined, through a site visit or confirmation by the Franchised Recycling Contractor, that either:
    - a. There is inadequate storage space for automated lift containers, bins or roll off bins for Recyclable Materials on site and that it is infeasible for the Responsible Party to share automatic lift containers, bins or roll off bins for Recyclable Materials with a Responsible Party on an adjoining property, or;
    - b. Compliance with this Ordinance will result in a violation of zoning codes or other local agency regulations for minimum parking spaces, as officially determined by a member agency's planning agency or department.
  2. No Generation of Recyclable Materials. A Responsible Party may be exempted from the requirements of this Ordinance by the Executive Director or designee, if it is determined, through a site visit or confirmation by the Franchised Recycling Contractor under contract with the CCCSWA, that Recyclable Materials or Green Waste are not generated on site by the Responsible Party, owner or tenant.
  3. Donation of Recyclable Materials to a Civic, Youth, or Charitable Organization. A Responsible Party is exempted from the requirements to segregate and recycle Recyclable Materials under this Ordinance if it donates those materials to a civic, youth, or charitable organization.
  4. Sales of Recyclable Materials by Waste Generator. Nothing in this Ordinance prohibits the ability of a Waste Generator or Responsible Party to sell or dispose of its Recyclable Materials for net compensation.
  5. Collection of Recyclable Materials as Part of On-Property Clean-Up Services. A Responsible Party or Waste Generator is exempted from the requirements to segregate and recycle Recyclable Materials under this Ordinance if it hires a business to collect and haul away its Recyclable Materials and/or Solid Waste as part of a larger project involving clean-up services on the property.
  6. Construction and Demolition Debris Recycling. To the extent a Responsible Party generates Construction and Demolition Debris, the collection and recycling of that material is governed by CCCSWA Ordinance No. 12-2.
  7. Exemption Application. If the Responsible Party seeks an exemption, an application for such exemption shall be submitted on a form prescribed by the CCCSWA. After

reviewing the exemption request, and after an on-site review, if applicable, the Executive Director shall either approve or disapprove the exemption request.

- B. Responsible Parties that sell or donate Recyclable Materials, or have Recyclable Materials collected as part of on-property clean-up services shall report the activities to the CCCSWA as described in Section VI. D.

### **Section VIII. Reporting Requirements.**

Reporting requirements applicable to the Franchised Recycling Contractor are specified in its franchise agreement. Responsible Parties that choose to Self-Haul must keep records as described in Section VI. D.

### **Section IX. Unlawful Collection of Recyclable Materials.**

- A. All Recyclable Materials placed in containers, bins or roll-off bins for Recyclable Materials provided or owned by any Franchised Recycling Contractor or Special Permit Collector shall be considered owned by and be the responsibility of the Franchised Recycling Contractor or Special Permit Collector. No person shall collect Recyclable Materials placed in such containers, bins or roll-off bins, unless written permission of the Franchised Recycling Contractor or Special Permit Collector has been given.
- B. It shall be unlawful for any Person, other than a Person performing Self-Hauling, to collect, remove or transport, or otherwise organize or direct the collection, removal or transportation of Recyclable Materials without being a Franchised Recycling Contractor, a permitted Construction and Demolition Debris Transporter or a Special Permit Collector as described under Section V.
- C. The following procedures may be followed in cases where unlawful collection is taking place using roll-off bins, or other types of containers or receptacles (referred to as “bins” in this section), for Recyclable Materials:
  - 1. The Franchised Recycling Contractor will place a dated “Notification of Violation” on the unmarked bin, or on any bin identified as not belonging to an Franchised Recycling Contractor or Special Permit Collector.
  - 2. The Franchised Recycling Contractor or Special Permit Collector sends notification immediately (by phone or e-mail) to the CCCSWA staff with all available information about the bin’s owner (company name, phone, etc.). The three photos (including date stamp) described below are to be emailed the same day:
    - a. Photo of location (address on building, street sign),
    - b. Photo of bin with any contact information and the Notification of Violation posted on the bin, and
    - c. Photo of contents in bin.

3. Prior to removal and impoundment, the CCCSWA shall provide written notice to the Premises owner or occupant, and to the bin owner if known. If the bin has not been removed, marked with appropriate identification, or the CCCSWA has not been contacted or cannot determine the ownership of the bin after reasonable efforts, within three (3) business days from receipt of written notice requesting compliance with this Ordinance, the CCCSWA or its agent may impound the bin and have the bin stored as provided for pickup by the bin's owner. For purposes of this section, written notice may be accomplished by email, personal service, US mail, or overnight mail. If the notice is delivered by email or personal service, it is deemed received the same day of delivery. If the notice is delivered by overnight mail, it is deemed received one business day after it is sent. If the notice is delivered by US mail, it is deemed received five calendar days after it is sent.
4. When bins are removed and impounded by the CCCSWA, or its agent, prior to return of the bin, the Executive Director will impose and the CCCSWA or the CCCSWA's agent may bill the bin owner a fee to cover collection, storage and return of the bins improperly labeled. The fee shall be based on the Debris Box Rates ("Per Pull") for collection of one twenty yard box as published in the current Rate Year Schedule of Rates for the CCCSWA member jurisdiction where the bin is located. If a bin is not claimed within three (3) months of the date it is collected, it may be sold for removal and storage charges, or recycled, at the discretion of the CCCSWA.

## **Section X. Implementation and Violations.**

- A. Executive Director Authority. The CCCSWA Executive Director is authorized to administer and enforce the provisions of this Ordinance. The Executive Director, or anyone designated by the Executive Director to be an enforcement officer, may exercise such enforcement powers. To the extent permitted by law, the Executive Director or designee will be given reasonable opportunity to inspect any collection container, collection vehicle load, or receiving facility for collected Solid Waste, or Recyclable Materials.
- B. Violations. Any person violating any of the provisions or failing to comply with any mandatory requirements of this ordinance is guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this code shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the county jail for a period not exceeding six months, or both fine and imprisonment. Notwithstanding the above, the prosecuting authority may file a complaint or make a motion to amend an accusatory pleading specifying that the offense is an infraction. Every violation determined to be an infraction is punishable by (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of the same ordinance within one year; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of the same ordinance within one year. Each person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of this ordinance is committed, continued or permitted by such person.



- C. Administrative Enforcement. In addition to and as an alternative to any criminal or civil legal remedies that may be pursued, the CCCSWA may enforce any violations of this ordinance by administrative proceedings.
- D. Enforcement Postponed. The CCCSWA will not enforce this Ordinance for six months from its effective date.

**Section XI. Severability.**

- A. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Section. The CCCSWA hereby declares that it would have passed this Ordinance and adopted each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.


**PASSED AND ADOPTED** by the Central Contra Costa Solid Waste Authority Board of Directors this 30<sup>TH</sup> day of April, 2015, by the following vote:


AYES: MEMBERS: ANDERSEN, ANDERSON, ARNERICH, MITCHOFF, SILVA, SMITH, TROTTER, WORTH, WYKLE


NOES: MEMBERS: NONE

ABSENT: MEMBERS: ANDERSSON, CARLSTON, STEPPER

ABSTAIN: MEMBERS: NONE

  
 Cindy Silva, Chair  
 Central Contra Costa Solid Waste Authority,  
 County of Contra Costa, State of California

COUNTER-SIGNED:  
  
 Janna McKay, Secretary of the Board,  
 Central Contra Costa Solid Waste  
 Authority, County of Contra Costa,  
 State of California

APPROVED AS TO FORM:  
  
 Kenton L. Alm, Counsel for the  
 Central Contra Costa Solid Waste Authority,  
 County of Contra Costa, State of California

