

**Central Contra Costa Solid Waste Authority
Request for Proposals
For Post-Collection Services**



March 28, 2024



HF&H Consultants, LLC

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ATTACHMENTS

1. Draft Agreements – Provided as five separate MS Word documents
2. Cost Proposal Forms – Provided as a separate MS Excel document
3. Process Integrity Policy – Provided as a separate PDF document
4. Secretary’s Certificate – Attached to this document
5. Non-Collusion Affidavit – Attached to this document
6. Iran Certification Act – Attached to this document

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SECTION 1 – INTRODUCTION

1.1 General Information and Key Proposal Considerations

The Central Contra Costa Solid Waste Authority (Authority) is requesting proposals for the following services:

1. Transfer station services for recyclable materials, commingled organic materials, and solid waste;
2. Pre-processing and transfer services for commercial food scraps;
3. Landfill disposal services;
4. Recyclable materials processing services;
5. Commingled organic materials (yard trimmings, food scraps, uncoated food-soiled paper, and clean wood) composting services; and
6. Mixed waste processing services (to divert recyclable and compostable materials from mixed solid waste)

Proposers are invited to propose on one or more of the services listed above, and are not required to propose on all of the services. Proposers are required to provide stand-alone pricing for each of the services they propose to provide.

If one or more contractors are selected through this Post-Collection Services RFP process, services will commence on **March 1, 2027**. The Authority is seeking agreements with initial terms ranging from five to twenty years, depending upon the proposals received and terms negotiated.

Mixed waste processing would be a new service for the Authority. It may or may not be implemented based upon the proposals received in this process. Services for mixed waste processing could potentially commence after March 1, 2027.

Cost proposals for all services should be in 2024 dollars and assume current costs.

The Authority is not soliciting collection services through this RFP. The Authority is planning to issue a second, separate RFP in October of 2024 for collection services that would commence on March 1, 2027. Respondents to this Post-Collection Services RFP must agree to charge the same tipping fees to accept any franchised materials from the Authority's service area during the term of their post-collection agreement(s), regardless of which company(ies) the Authority selects to collect those materials. The selected post-collection services proposer(s) must sign their post-collection agreements before the collection RFP is released.

1.2 RFP Schedule

The key activities and completion dates for the RFP process are provided in Table 1.

Table 1
RFP Process Schedule

ACTIVITY	COMPLETION DATE*
Authority releases RFP for Post-Collection Processing Services	April 2, 2024
Pre-proposal meeting (virtual, not mandatory)	April 9, 2024
Final date written questions will be accepted from proposers	April 16, 2024
Authority provides written answers to questions from proposers	April 26, 2024
Proposers submit proposals	May 31, 2024 3:00 p.m.
Evaluation team seeks clarification from proposers, as needed, and may conduct interviews with one or more proposer(s). Evaluation team may also request tours of proposed facilities	June–July, 2024
Authority may engage in negotiations with one or more proposers(s)	August 2024
Authority may enter into agreement(s) with one or more selected proposer(s)	October 24, 2024
If agreement(s) are executed, contractor(s) commence(s) services	March 1, 2027

* Note that the Authority may modify this schedule as needed.

All RFP materials are available through the Authority’s RFP website, at: www.recyclesmart.org. Each proposer must request to be placed on the RFP Distribution List in order to receive future correspondence and announcements related to this RFP. Proposers must email said request to RFP2024@recyclesmart.org.

1.3 Receiving RFP Package Addenda and Other Updates

Individuals on the RFP Distribution List (who have provided complete and accurate contact information) will receive email notification of the issuance of addenda, or of any other updates to the RFP Package. To be added to the distribution list, please email your contact information to RFP2024@recyclesmart.org. All relevant documents will be posted to, and will be solely available on, the Authority’s website.

1.4 Pre-Proposal Meeting

The Authority will be conducting a virtual (MS Teams) pre-proposal meeting on Tuesday, April 9, 2024 from 10:00 a.m. to 12:00 p.m. The pre-proposal meeting is not mandatory. The purpose of the meeting will be to review the RFP and cost proposal forms and to answer any initial questions from potential proposers. After the meeting, presentation materials, written answers to any questions asked during the meeting, and the meeting attendance list will be posted to the Authority’s website. The answers to questions will not identify who asked the questions.

1.5 Communications and Clarifications / Process Integrity Policy

The Authority's Board of directors has adopted a Franchise Procurement Process Integrity Policy (Attachment 3). Proposers must at all times adhere to the policy. **The cover letter for each proposal must unequivocally indicate that the proposer unconditionally agrees to adhere to the policy and acknowledgement that the proposer is responsible for ensuring compliance with the policy on behalf of their employees, agents, consultants, lobbyists, or other entities and individuals acting on their behalf. A proposer's failure to adhere to any section of the policy may result in the Authority disqualifying that proposer from award of a franchise.**

All communications with the Authority about this RFP or provision of any future services in the Authority's jurisdiction must be through the Authority's Executive Director. Per the Executive Director, please send all such communications to RFP2024@recyclesmart.org.

1.6 Proposer Questions and Authority Responses

All proposer questions must be submitted in writing via email to RFP2024@recyclesmart.org by April 16, 2024. Proposer questions and the Authority's responses will be issued as addenda, and posted to the Authority's website (without identifying the party submitting the question) by April 26, 2024.

1.7 Proposal Submittal

All proposals must be received by **3:00 p.m. on May 31, 2024**. Proposals received after this time and date will be rejected. Proposers shall email proposals RFP2024@recyclesmart.org, SUBJECT: CCCSWA Post - Collection Proposal. Your email submission may contain a link to SharePoint, Drop Box, or another means of submitting large documents. Proposals shall be submitted in PDF format, except that the cost proposal forms shall be submitted in MS Excel, and any proposed exceptions to the draft Agreement(s) (Attachment 1) shall be in MS Word. To document the proposer's exceptions to a draft Agreement, proposer shall record its exceptions and proposed alternative language directly in a MS Word version of the Agreement using comments and track changes. No hard copies will be accepted. Please number all pages (excluding the cost proposal forms and red-lined Agreements) in a manner that clearly indicates their order.

1.8 Public Records

All proposals and other records submitted in response to this RFP and the procurement process will become the property of the Authority. To preserve competition and the Authority's ability to achieve the most favorable results for the customers in the service area, the Authority anticipates that proposals and other records will be exempt from disclosure under the California Public Records Act (Government Code Section 6250 et seq.) unless and until the Authority recommends that the Authority Board award agreement(s) for post-collection services. After such time, proposals and other records may be subject to public inspection and disclosure under state law.

If a proposer believes any portion of its proposal (including any related or other records submitted in response to this procurement process) is exempt from disclosure under state law, that proposer must clearly mark each such page of the proposal or other record with the notation "Confidential" **before** submitting the proposal to the Authority. If the Authority receives a request under state law for disclosure of records that Proposer has marked as confidential and Authority plans to disclose such records, the Authority will promptly notify the proposer so that the proposer may, if it so desires and its sole expense, pursue a reverse-Public Records Act action, seeking a court order precluding the disclosure of the records.

Notwithstanding the foregoing, in no event shall the Authority have any liability whatsoever to proposers for release of proposals or other records proposer submits to the Authority in response to this RFP regardless of any marking on such records.

1.9 Rights Reserved by the Authority

The Authority reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Award one or more agreements for the post-collection services requested in this RFP;
- Award separate agreements to different companies for the post-collection services requested in this RFP, or award one agreement for all requested post-collection services to a single company;
- Award separate agreements to different companies for transfer services based upon material type (solid waste, recyclable materials, commingled organic materials, commercial food scraps);
- Take no action on proposals received and thus not award any agreement(s);
- Withdraw this RFP entirely;
- Withdraw this RFP, and reissue at a later date;
- Issue subsequent RFP(s) for the same, similar, or related services at a later date;
- Issue addenda and amend the RFP and terms of the Agreement;
- Request additional information and/or clarification from proposers;
- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and waive minor deviations;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies;
- Award an agreement to a proposer(s) based on a combination of its qualitative and quantitative attributes;
- Reject a proposal, or decline to award an agreement, based upon concerns about a proposer's ability to satisfactorily perform. The Authority may consider, among other things, a proposer's performance of the same or other services in the Authority's service area or other service areas;
- Award an agreement to a proposer(s) without further discussion or negotiation;
- Award an agreement to a proposer where facilities that may be required to perform the services are not operational at the time of award;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others; and negotiate changes to the terms and conditions of the Agreement;
- Negotiate with selected contractor(s) for a later, and/or flexible commencement date; or,
- Take other actions the Authority deems is in the best interest of its residents and businesses.

General Process Agreements

This RFP does not constitute an agreement of any kind between the Authority and proposer nor does it obligate the Authority to award the Agreement to proposer or to proceed with the development of any project or service described in response to this RFP.

Proposer's response to this RFP shall be prepared at proposer's expense, with the express understanding that there shall be no claims whatsoever for reimbursement from the Authority for the cost or expense of such preparation, or for any subsequent aspect of the procurement process.

Submittal of a proposal shall be deemed a representation that proposer has investigated all aspects of the RFP, is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and has read and understands the RFP.

Submittal of a proposal constitutes proposer's acknowledgment and acceptance of the terms and conditions contained in this RFP, its attachments, addenda, or clarifications, and the Agreement, unless an exception to any specific terms and conditions is expressed in writing in the proposal. In particular, the RFP contains the Authority's anticipated form of Agreements (Attachment 1). Proposer's proposal must identify with specificity any terms or conditions in Attachment 1 that proposer seeks to negotiate or modify, and any assumptions in or conditions to its proposal. The Authority reserves the right to refuse to negotiate any provision that is not clearly identified in proposer's proposal.

Submittal of a proposal signifies that proposer commits that to the best of its knowledge and based on completion of its due diligence, all information contained in the proposal is true and accurate.

Submittal of a proposal signifies proposer's commitment to provide the proposed services. The proposal and the related pricing must be firm for twelve (12) months after submittal. Proposals may not be altered after submittal except in response to the Authority's request for clarification or negotiation of a final Agreement consistent with the above. Acceptance of the proposal by the Authority obligates proposer to enter into an Agreement with the Authority consistent with its proposal.

With submittal of a proposal, proposer acknowledges that the Authority has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by proposer, and proposer grants the Authority permission to make these inquiries and to provide any and all related documentation in a timely manner.

1.10 Disclaimer

To the best of the Authority's knowledge, all data and information provided in this RFP and in subsequent communications are accurate. However, the Authority and its consultants are in no way responsible for any inaccurate, inconsistent, or incomplete data or information. In submitting a proposal, proposer agrees to waive any claims against the Authority or its consultants for loss or damages incurred by Proposer for its reliance on data and information contained in the RFP or subsequent communications.

SECTION 2 – BACKGROUND

2.1 About the Authority

The Authority's jurisdiction includes: The Towns of Danville and Moraga, and the Cities of Lafayette, Orinda, and Walnut Creek, and surrounding unincorporated Central Contra Costa County. The Authority will directly enter into agreements with contractors for post-collection services on behalf of all six of its member agencies collectively. The Authority serves a population of approximately 230,000 people. The Authority currently provides collection services to approximately 67,516 residential accounts and 1,950 commercial and roll-off accounts representing about 3,000 businesses, and 508 multifamily accounts with a total of about 18,090 units. Additional information about the service area, including a boundary map, can be found here: <https://www.recyclesmart.org/service-area>.

The Authority is responsible for managing the solid waste programs for its six member agencies, including developing and implementing programs that enable its member agencies to meet or exceed the State-mandated goals of reducing and recycling solid waste. The Authority is recognized for having high quality services addressing member community needs and supporting high levels of waste diversion at a low cost to ratepayers.

2.2 Current Post-Collection Services

The Authority currently has three contracts to secure all the collection, transfer, processing and disposal services needed for the Authority's service area: A contract with Republic Services for the collection, transfer and disposal of residential and commercial solid waste, recyclable materials, and commingled organic materials, and commercial food scraps; a contract with Mt. Diablo Resource Recovery for the transfer and processing of residential and commercial recyclable materials; and a contract with East Bay Municipal Utility District (EBMUD) for anaerobic digestion of commercial food scraps, which are pre-processed at the Republic Services Contra Costa Transfer and Recovery Station (CCTS) in Martinez. The EBMUD contract is anticipated to continue through at least 2028. The Authority does not currently utilize a mixed waste processing facility. The current franchise agreements and amendments are available at [Ordinances and Agreements - RecycleSmart](#).

Table 2 summarizes the parties involved in the Authority's current transfer, processing, and/or disposal services.

More information regarding the current collection and diversion programs can be found on the Authority's web pages:

- Residential: www.recyclesmart.org/houses/general
- Businesses: www.recyclesmart.org/businesses/general
- Multifamily: www.recyclesmart.org/apts-general

Table 2
Summary of Current Post-Collection Services

Material Stream (Collector)	Transfer Station (Facility Owner)	Processing Or Disposal Facility (Facility Owner)
Solid Waste (Republic Services)	Contra Costa Transfer and Recovery Station, Martinez (Republic Services)	Keller Canyon Landfill, Pittsburg (Republic Services)
Recyclable Materials (Republic Services)	Transload Facility, 4050 Mallard Dr., Concord (Mt. Diablo Resource Recovery)	Mt Diablo Transfer Station and Processing Facility, Pittsburg (Mt Diablo Resource Recovery)
Commingled Organic Materials (including yard trimmings, food scraps, uncoated food soiled paper, clean wood) (Republic Services)	Contra Costa Transfer and Recovery Station, Martinez (Republic Services)	Forward Compost Facility, Manteca (Republic Services)
Commercial Food Scraps (Republic Services) *	Contra Costa Transfer and Recovery Station (Republic Services)	Waste Water Treatment Plant, Oakland (East Bay Municipal Utility District / EBMUD)

* Commercial food scraps are collected from high-volume commercial food scrap generators and contain only food scraps, paper towels, paper napkins, coffee filters and teabags. Commercial food scraps are pre-processed at the Contra Costa Transfer and Recovery Station to remove plastic bags and other indigestible contaminants and reduce the food scraps to a slurry. Commercial food scraps are collected separately from commingled organic materials. Commingled organic materials are collected from single-family, multi-family, and commercial customers and include yard trimmings, food scraps, uncoated food-soiled paper, and clean wood.

2.3 Historical Tonnage Data

Table 3 shows collected franchised materials by year for 2018–2023. **Table 4** shows collected single-family commingled organics by month and by year for 2018–2023. **Table 5** shows commercial food scraps inbound to the transfer station and outbound to EBMUD for 2018 – 2023.

The Authority believes the tonnage information in the following tables to be reasonably accurate, but does not warrant or accept responsibility for its accuracy. Given the number of factors and the unpredictable nature of each factor, the Authority cannot precisely predict the annual tonnages of franchised collected recyclable materials over the next five (5) to twenty (20) years’ time frame.

Table 3
Collected Franchised Materials
By Sector by Commodity
(Weight in collected tons)

COMMERCIAL	2018	2019	2020	2021	2022	2023
Solid Waste	27,417	28,662	22,969	24,832	26,638	27,521
Recyclable Materials	8,955	9,703	7,915	9,943	8,627	9,891
Commingled Organic Materials	6,463	7,784	4,941	5,114	3,321	2,473
Commercial Food Scraps	5,397	5,512	3,474	4,702	4,384	4,904
SINGLE-FAMILY	2018	2019	2020	2021	2022	2023
Solid Waste	43,385	43,677	47,964	46,440	43,131	44,064
Recyclable Materials	32,202	30,582	32,543	29,999	27,525	26,564
Commingled Organic Materials	59,280	61,954	64,813	62,553	60,567	63,529
MULTI-FAMILY	2018	2019	2020	2021	2022	2023
Solid Waste	12,844	11,947	10,975	11,423	10,226	10,373
Recyclable Materials	4,029	3,939	3,453	4,183	3,959	3,434
Commingled Organic Materials	735	868	905	1,080	872	1,114
TOTAL	2018	2019	2020	2021	2022	2023
Solid Waste	83,646	84,286	81,908	82,695	79,995	81,958
Recyclable Materials	45,186	44,224	43,911	44,125	40,111	39,889
Commingled Organic Materials	66,478	70,606	70,659	68,747	64,760	67,116

Table 4
Franchised Single-Family
Commingled Organic Materials Collected
(Weight in Tons)

	2018	2019	2020	2021	2022	2023
JAN	5,744.09	4,511.41	4,783.92	5,328.39	4,826.83	6,330.69
FEB	4,026.65	5,619.84	5,810.76	5,262.09	5,194.51	4,383.50
MAR	4,388.05	5,506.79	5,706.29	4,822.42	4,826.83	5,327.29
APR	5,452.32	4,322.79	5,174.45	4,533.16	5,194.51	4,936.21
MAY	5,418.30	4,581.16	5,289.61	4,167.72	4,854.36	6,017.57
JUN	4,321.08	4,325.60	4,594.51	4,319.64	4,453.36	4,963.05
JUL	4,186.55	4,189.89	5,118.39	4,534.05	4,146.35	4,037.82
AUG	4,561.45	5,065.20	5,207.60	5,401.60	4,665.11	4,889.24
SEP	4,016.60	5,946.84	5,664.75	6,864.06	4,726.50	4,596.91
OCT	4,902.04	7,973.84	7,095.95	6,729.93	4,574.49	4,953.65
NOV	5,359.25	5,774.35	5,907.81	5,647.47	5,647.26	5,991.48
DEC	6,904.34	4,135.37	4,458.01	4,944.35	7,752.74	7,102.54
TOTAL	59,280.72	61,953.08	64,812.05	62,554.88	60,862.85	63,529.95

Table 5
Commercial Food Scraps to EBMUD
(Weight in Tons)

Year	Inbound to Transfer Station	Outbound to EBMUD
2018	5,397	3,246
2019	5,512	3,114
2020*	3,474	971
2021	4,702	2,463
2022	4,384	2,267
2023	4,904	2,477

*For most of 2020 EBMUD temporarily stopped receiving truck deliveries due to COVID.

SECTION 3 – REQUESTED POST-COLLECTION SERVICES

This section provides a description of the post-collection services solicited through this RFP.

3.1 Scope of Services

At the proposer's option, the proposer may offer:

1. Transfer Station Services. Proposers may offer transfer station processing services for the receipt and processing of the Authority's collected solid waste, recyclable materials, commingled organic materials, and commercial food scraps. Transfer station services includes the pre-processing of commercial food scraps into a clean slurry. Proposers are not required to propose to transfer all of the materials listed above.
2. Landfill Disposal Services. Proposers may offer landfill services for the receipt and disposal of the Authority's collected solid waste and (potentially) mixed waste processing residue.
3. Recyclable Materials Processing Services. Proposers may offer recyclables processing services for the receipt and processing of the Authority's collected recyclable materials.
4. Commingled Organic Materials Composting Services. Proposers may offer organics composting services for the receipt and composting of the Authority's collected commingled organic materials.
5. Mixed Waste Processing Services. Proposers may offer mixed waste processing services for the receipt and processing of the Authority's solid waste. Note: This is a potential new service that may or may not be implemented based upon the results of the RFP process.

Proposers may propose on one service or on any combination of the services listed above. Transfer Station Services proposers may propose to transfer one or more of the materials listed above. If multiple services are proposed, the Authority reserves the right to select any component of the proposed service package.

3.1.1 Transfer Station Services

The Authority is seeking proposals for:

- Transfer of solid waste to the Authority-designated disposal facility.
- Transfer of commingled organic materials to the Authority-designated compost facility(ies).
- Pre-processing of commercial food scraps to EBMUD specifications, and subsequent transfer of pre-processed food scrap slurry to EBMUD's facility at 2020 Wake Ave in Oakland.
- Transfer of solid waste to the Authority-designated mixed waste processing facility and back-hauling of mixed waste processing residue to the Authority-designated disposal facility.
- Acceptance of up to 25-gallons per customer per day of food scraps and/or uncoated food soiled paper generated in the Authority's service area from self-haul customers at no charge.
- Acceptance of Free Dump Day coupons for solid waste, yard trimmings, and/or bulky items generated in the Authority's service area from residential self-haul customers at no charge to the customer. Quantity limits per coupon are as follows: Residential Collection vehicles shall not

exceed one (1) ton capacity; trailers shall not exceed five (5) feet by ten (10) feet; and, Bulky Items and/or Residential appliances shall be accepted, provided they are delivered in a manner that do not exceed these limitations. The Authority shall compensate the transfer contractor based upon the number of Free Dump Day Coupons used.

As the destination facilities will not be known when the transfer station services proposals are submitted, the cost form asks for transportation costs on a cost per hour basis, with travel time estimated by the Authority using Google Maps or equivalent.

Note that while the Authority is requesting proposals for neutral, stand-alone transfer station services, destination facilities may also propose alternative transfer solutions to bring materials to their facilities.

3.1.2 Landfill Disposal Services

The Authority is seeking proposals for:

- Disposal of the Authority's solid waste at a fully permitted landfill, in accordance with all local, state, and federal laws and regulations.
- Provision of a back-up disposal facility in the event that the primary landfill is temporarily unavailable.

Solid Waste Transfer

As there are no disposal facilities located less than 25 miles from the Authority's service area boundary that do not require a transfer solution, the proposer is encouraged offer a transfer solution as part of its proposal for disposal services, and should not rely on the Authority providing a transfer solution. If the Authority is successful at contracting for stand-alone solid waste transfer station services, then the Authority may direct its transfer station contractor to deliver solid waste to the proposer's disposal facility.

3.1.3 Recyclable Materials Processing Services

The Authority is seeking proposals that offer processing of all franchised recyclables collected from residential and commercial customers in the Authority's service area. The recyclables will be commingled by the customer. The processor will be responsible for receiving the materials, processing the materials, preparing materials for market, marketing and selling the materials, and disposing of the residue. The processor needs to guarantee capacity to receive the Authority's recyclables through the duration of the term.

The Authority requires that all recyclable materials collected in the Authority service area be marketed for recycling or reuse in such a manner that materials shall be considered as diverted in accordance with State regulations, and that such marketed recyclable commodities shall be actually be diverted except for incidental contamination. All residual material from the processing activities that is not marketed for use shall be accounted for as disposal tonnage at a permitted disposal site. The Authority wishes to avoid counting as diversion contaminants (other than incidental amounts) that are sold mixed or baled with more valuable materials but that are subsequently disposed of further "downstream" after leaving the recyclables materials processing facility. The Authority has a preference for verifiably responsible recyclables markets and for domestic recyclables markets.

Recyclable Materials Transfer

If the proposed recyclable materials processing facility is less than 25 miles from the Authority's service area boundary, proposers may rely on recyclable materials being delivered directly to the facility by the Authority's collection contractor. If the proposed recyclable materials processing facility is more than 25 miles from the Authority's service area boundary, then the proposer is encouraged offer a transfer solution as part of its proposal for recyclable materials processing services, and should not rely on the Authority providing a transfer solution. If the Authority is successful at contracting for stand-alone recyclable materials transfer station services, then the Authority may direct its transfer station contractor to deliver recyclable materials to the proposer's processing facility.

Acceptable Recyclable Materials List

The list of materials currently accepted in the Authority's recyclable materials collection program is provided here: [Houses: Blue Recycling Cart - RecycleSmart](#). The Authority intends to change its list of accepted recyclables, based upon the results of this RFP process, and in accordance with SB 54 [Bill Text: CA SB54 | 2021-2022 | Regular Session | Chaptered | LegiScan](#), and SB 343. [Bill Text: CA SB343 | 2021-2022 | Regular Session | Chaptered | LegiScan](#).

At a minimum, proposers must target the following materials for recovery:

All of the materials from CalRecycle's December 2023 Covered Materials Category (CMC) List that are listed as "potentially Recyclable", plus tin/steel/bi-metal containers and cans, category ID's M6N, M6P, and M7P. See the Covered Materials Category List linked on this webpage: [SB 54: Plastic Pollution Prevention and Packaging Producer Responsibility Act - CalRecycle Home Page](#)

Note that this CalRecycle list may change over time and the Authority will update its minimum targeted materials to match the current list (plus tin/steel/bi-metal containers if they are still not included). Proposers may propose to recover additional materials (beyond those listed above) using Table 1 of the Recyclables Processing worksheet of the cost proposal forms.

The Authority wishes to maximize diversion. However, the Authority strives to provide its residents and businesses with accurate information regarding which materials can actually be recycled. Authority does not wish to collect recyclable materials if the processor cannot actually market them on a consistent basis. The Authority also does not wish to collect materials if they will simply become contaminants for disposal included in a bale or load with other materials that are actually recyclable by the buyer.

Residue Disposal

The recyclable materials processor is responsible for the disposal of any residue and is not required to use a disposal facility designated by the Authority.

The contractor shall provide the Authority with the SB 1383 quarterly sampling reports conducted to comply with 14 CCR Section 17409.5.4. which measures the organic material recovered from the source separated waste collection stream.

The contractor shall utilize the residue allocation method set out in Article 12.6 of the draft Agreement to ensure that the appropriate amount of residue is allocated to the Authority and its Member Agencies.

Currently, processing residue from the Authority’s recyclable materials averages between 25% - 30%. The Authority intends to reduce this percentage by changing its list of recyclables accepted in its blue recycling containers to include only those materials that the selected processor can actually recover, market, and divert on consistent basis.

Compensation

The Authority will pay the recyclable materials processor a per-ton processing fee. This fee is intended to compensate the processor for recyclables processing and marketing costs, and for the disposal of any residue. Note that the Authority will pay the recyclable materials processor directly, as opposed to through its collection contractor or transfer station contractor.

Recyclables Revenue Share

The recyclable materials processor will pay the Authority 75% of the recyclables revenue derived from the sale of Authority’s recyclables. This revenue share will be calculated as set forth in Article 9 of the attached Agreement, and will be based upon published market indices as opposed to actual sales revenue. Payments from CalRecycle will also be included in the revenue share calculation. For purposes of calculating the revenue share, the tons of commodities sold will be determined using the Authority’s allocation of inbound tons of single-stream recyclables and the quarterly recyclable materials characterization studies described in Exhibit N to the agreement. The Authority’s allocation of tons sold for each commodity will be multiplied by the corresponding price index to determine the revenue to be shared with the Authority. The recyclable materials processor will remit the revenue share to the Authority on a monthly basis.

Performance Standards

The recyclable materials processor should expect to conduct the “over-the-line” characterization and residue studies as described in Exhibit N of the agreement that determine the capture rate for each targeted recyclable commodity. The processor shall conduct such a study once per quarter.

SB 54 and Subsequent Extended Producer Responsibility (EPR) Programs

The Authority wishes to establish procedures in the agreement to add or subtract targeted recyclable materials in accordance with State statutes and regulations, to offer its customers collection services for any new covered materials, and to pass any financial savings from EPR programs on to its rate-payers.

3.1.4 Commingled Organic Materials Composting Services

Primary Composting Services for Comingled Organic Materials

The Authority is interested in entering into an agreement to secure sufficient capacity for organic materials processing for organics collected by the Authority’s franchised collection contractor. The processor needs to guarantee capacity to receive the Authority’s organic materials through the duration of the term.

Commingled organic materials include yard trimmings, food scraps (including meat and dairy), uncoated food soiled paper, clean (no paint, stain, coating) wood, BPI certified compostable biobag liners for residential kitchen pails and internal commercial containers, and no other forms of compostable plastics.

The processor will be responsible for receiving and processing the materials, preparing composted materials for market, and marketing and sale of the compost. Other acceptable organics products include mulch, soil amendment, and biomass fuel. None of the commingled organic materials shall be disposed (other than acceptable levels of residue) or used for alternative daily cover (ADC).

The current organic materials program is described here: [Houses: Green Organics Cart - RecycleSmart](#). It is available to single-family, multi-family, and commercial customers. The Authority does not intend to change this program or its accepted materials. Acceptable containers include paper bags and BPI certified compostable plastic biobags.

Commingled Organic Materials Transfer

If the proposed commingled organic materials composting facility is less than 25 miles from the Authority's service area boundary, proposers may rely on commingled organic materials being delivered directly to the composting facility by the Authority's collection contractor. If the proposed commingled organic materials composting facility is more than 25 miles from the Authority's service area boundary, then the proposer is encouraged offer a transfer solution as part of its proposal for commingled organic materials composting services, and should not rely on the Authority providing a transfer solution. If the Authority is successful at contracting for stand-alone commingled organic materials transfer station services, then the Authority may direct its transfer station contractor to deliver commingled organic materials to the proposer's composting facility.

Contingency Diversion Services for Commercial Food Scraps

In addition, the Authority is seeking proposals for temporary contingency organic materials processing capacity for source separated commercial food scraps. The Authority collects food scraps from restaurants and other large commercial food scrap generators separately from commingled organic materials from other businesses and residents. Refer to Table 5 for historical tonnage data related to this program. These food scraps are collected in clear plastic bags, processed at the Authority's transfer station into a slurry using a de-packager (which removes the plastic bags and other contaminants and reduces organics particles to 2" minus) then transferred to EBMUD in Oakland for anaerobic digestion. The Authority is seeking proposals to divert commercial food scraps on a temporary basis in that event that either the de-packager is inoperable and/or EBMUD is unable to receive them. The Authority could deliver the food scraps to the proposer in one of the following ways:

- Unprocessed, separate from other organic materials
- Unprocessed, commingled with other organic materials
- Processed, separate from other organic materials
- Processed, commingled with other organic materials

Proposers should indicate which of these they are able to accept, which they prefer, and may propose separate pricing for each utilizing the cost proposal forms. Proposer should indicate any specifications of acceptable commercial food scraps.

The current commercial food scraps program is described here: [Food Recycling Project - RecycleSmart](#)It is available to commercial customers (including schools) that generate a large amount of food scraps. Commercial food scraps are collected separately from commingled organic materials. The Authority does not intend to change this program or its accepted materials. Acceptable materials include food scraps,

paper towels, paper napkins, coffee filters, and tea bags. No other food-soiled paper products are accepted. Wood and yard trimmings are not accepted in the commercial food scraps program. Acceptable containers include paper bags, BPI certified compostable plastic biobags, and clear, non-compostable plastic bags. The selected transfer station operator will utilize a de-packager to de-bag the commercial food scraps, remove contaminants, and reduce the food scraps to a 2" minus pumpable slurry.

On-Going Replacement Diversion Services for Commercial Food Scraps

The Authority is also seeking proposals to divert commercial food scraps on a permanent basis in that event that EBMUD is no longer able receive them. The Authority could deliver the food scraps to the proposer in one of the following ways:

- Unprocessed, separate from other organic materials
- Unprocessed, commingled with other organic materials
- Processed, separate from other organic materials
- Processed, commingled with other organic materials

The Authority's transfer station contractor would transport the commercial food scraps to the commingled organics composter in the event that contingency or replacement diversion services are ever needed for those materials.

Processing Standards

The following processing standards shall be met by the approved organic materials processing site(s):

1. Pre-processing activities shall include, at a minimum, the inspection for and removal of contaminants.
2. Processing shall be accomplished by the use of recognized composting methods, which have been demonstrated to be able to consistently produce stable, mature compost product that is suitable for general purpose use, similar to the U.S. Composting Council's Class 1 rating.
3. Post-composting processing activities shall include screening to remove plastics and other contaminants from the compost product.
4. Finished Compost Products shall meet environmental health standards in accordance with Applicable Law including, but not limited to, the physical contamination limits of 14 CCR Section 17868.3.1. Upon the Authority's request, the Contractor shall make available any sampling reports and supporting documentation.

The approved organic materials processing facility owner and/or operator shall provide proof to the Authority that all organic materials from the Authority are marketed for use as organics products in such a manner that materials shall be considered as diverted in accordance with State regulations. All residual material from the processing activities that is not marketed for use shall be accounted for as disposal tonnage at a permitted disposal site.

Compost Procurement

1. The selected commingled organics composting facility shall provide compost product for use in the Authority’s member agencies’ parks, sport fields, landscaping, and facilities, as well as for compost give-away events and compost hubs. The composter shall provide and deliver this product at no direct cost to the Authority. Delivery shall be to any location designated by the Authority that is within the Authority’s service area and accessible to the delivery vehicles. The composter shall provide up 1,000 cubic yards of compost per year at no direct charge. At the Authority’s request, composter shall provide colored mulch / wood chips instead of compost, for all or a portion of the 1,000 cubic yards. If the Authority does not utilize the full 1,000 cubic yards in a year, the unused cubic yards will not carry over to the next year.

2. The selected commingled organics composting facility shall guarantee that the Authority meets its SB 1383 procurement obligation for recovered organic waste products. The SB 1383 regulations require the member agencies to annually procure a certain quantity of recovered organic waste products. (14 CCR 18993.1(a)). Among the eligible organic waste products is compost produced at a compostable material handling facility. (14 CCR 18993.1(f)(1)).

The SB 1383 regulations allow the member agencies to satisfy their procurement requirement by, among other things, requiring, through a written agreement, that a direct service provider to the jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the jurisdiction. (14 CCR 18993.1(e)(2)). The SB 1383 regulations define a “direct service provider” as a person, company, agency, district, or other entity that provides a service to a jurisdiction pursuant to a written agreement. (14 CCR 18982(a)(17)).

Table 6
SB 1383 Member Agency Procurement Target

Member Agency	2021 Population	Recycled Organic Waste Product: Estimated Tons to Purchase (x.08%)
Danville	43,906	3,512
Lafayette	25,358	2,029
Moraga	16,820	1,346
Orinda	19,078	1,526
Walnut Creek	71,317	5,705
County	53,700	4,296
Total	230,179	18,414

For purposes of the SB 1383 regulations, the proposer’s customers would be direct service providers to Authority (on behalf of its member agencies). The services provided by the customers fall into three categories: (1) the service of aiding the member agencies’ compliance with the SB 1383 regulations (e.g., agreeing to enter a written agreement with CCCSWA, use compost in the manner specified, and provide certain documentation to Authority); (2) the service of assisting Authority with meeting its waste diversion goals and documenting that compliance; and (3) the service of mitigating climate impacts, improving water efficiency, and related environmental benefits that arise from the use of compost. In exchange for these services, the Authority would agree to subsidize a portion of the cost of the compost that the customers purchase. This subsidy is provided by the Authority paying the tipping fee on inbound commingled organic materials so that the composter does not have to recover all of its costs through the sale of the compost and can charge its customers a lower rate to purchase compost products.

At a minimum, the following language shall be included on invoices of sale from the compost facility:

By placing this order through COMPOST FACILITY NAME Buyer agrees to procure and use the compost on behalf of the member agencies of the Central Contra Costa Solid Waste Authority (CCCSWA - the Towns of Danville and Moraga, the Cities of Lafayette, Orinda, and Walnut Creek and portions of unincorporated Contra Costa County) for the purpose of facilitating the CCCSWA member agencies’ compliance with Senate Bill 1383’s recovered organic waste product procurement requirements (14 CCR 18993.1 et seq.). Buyer agrees to allow COMPOST FACILITY NAME to provide this invoice evidencing the procurement and use of the compost to CCCSWA and the CCCSWA member agencies, who may include this invoice information in their reporting to CalRecycle, a State agency.

Organics Contamination

The current collection franchise allows the service provider to not pick up organics from generators if contamination is observed by the driver. The driver communicates the skipped collection to the dispatcher who communicates with the generator. The generator has the option of having the organics collected as solid waste and be charged a go-back fee or to remove the contaminants and have the cart and/or bin serviced the following week. **Table 7** provides the proposer with the most recent three years of tonnage and residual information at the Forward Compost Facility (which currently composts the Authority’s comingled organic materials).

Table 7
Inbound Organics Tons & Residual Tons at Forward Compost Facility

Calendar Year	Total Inbound TONS	Total Residual TONS	Percent Residual
2020	70,162.45	2,132.99	3.04%
2021	64,697.96	2,063.91	3.19%
2022	61,095.22	2,930.97	4.8%

Residue Disposal

The comingled organic materials composter is responsible for the disposal of any residue and is not required to use a disposal facility designated by the Authority.

The contractor shall provide the Authority with the SB 1383 quarterly sampling reports conducted to comply with 14 CCR Section 17409.5.4. which measures the organic material recovered from the source separated waste collection stream.

The contractor shall utilize the residue allocation method set out in Article 12.6 of the draft Agreement to ensure that the appropriate amount of residue is allocated to the Authority and its Member Agencies.

Compensation

The Authority will pay the commingled organic materials composter a per-ton tipping fee. Note that the Authority will pay the commingled organic materials composter directly, as opposed to through its collection contractor or transfer station contractor.

3.1.5 Mixed Waste Processing Services

The Authority is interested in obtaining proposals for mixed waste processing services for its solid waste. This would be a new service for the Authority and there is no guarantee that the Authority will contract with any proposer for mixed waste processing. The Authority may wish to process the solid waste from all sectors, or from just the multifamily and commercial sectors. The scope of the requested services includes the following elements:

- The Contractor shall process the solid waste to divert recyclables and organics.
- The Contractor must dispose of the residue from processing the Authority's mixed waste (or tonnage equivalent). The mixed waste processing tipping fee will be negotiated to include the cost of residue disposal and transport of residue to either 1) the Authority's designated disposal facility or 2) an alternate disposal facility selected by the proposer, in an amount up to the allowable residue percentage per ton processed consistent with proposer's proposal.
- The Contractor will be responsible for transporting the recovered organics to a fully permitted composting/AD facility (if separate) and paying any tipping fee.
- The Contractor will be responsible for marketing recovered recyclables, and will keep all revenue from the sale of the recyclables.
- The Contractor will be responsible for the disposal of any hazardous waste found during processing.
- The Authority will pay the mixed waste processor a per-ton tipping fee. Note that the Authority will pay the mixed waste processor directly, as opposed to through its collection contractor or transfer station contractor.

Refer to **Table 3** for solid waste disposal tonnage information by sector.

Mixed Waste Transfer

If the proposed mixed waste processing facility is less than 25 miles from the Authority's service area boundary, proposers may rely on mixed waste being delivered directly to the mixed waste processing facility by the Authority's collection contractor. If the proposed mixed waste processing facility is more than 25 miles from the Authority's service area boundary, then the proposer is encouraged offer a transfer

solution as part of its proposal for mixed waste processing recyclable services, and should not rely on the Authority providing a transfer solution. If the Authority is successful at contracting for stand-alone mixed waste transfer station services, then the Authority may direct its transfer station contractor to deliver mixed waste to the proposer’s processing facility.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

Section 4 includes the required proposal outline and a description of the specific information proposers must include. Proposer must provide the information identified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

4.1 Cover/Transmittal Letter

Please provide a one- to two-page cover letter signed by the officer(s) with the right to bind the company, as evidenced by the Secretary's Certification required in Section 4.6.A below and Attachment 4. The cover letter shall identify the legal entity(ies) submitting the proposal and state whether each entity is a sole proprietorship, partnership, corporation, or joint venture. **The cover letter must include your acknowledgement of and intention to adhere to the Process Integrity Policy (Attachment 3) and acceptance of the following non-negotiable business terms:**

1. Agreements for all post-collection services must be signed and executed before the release of the collection RFP.
2. Post-collection service providers must agree to charge the same rates to accept any franchised materials from our service area during the term of their post-collection agreement(s), regardless of which company(ies) the Authority selects to collect and/or transfer those materials.
3. Costs for transfer, transport, processing, and disposal must be disaggregated.
4. Transfer service providers must agree to transfer materials to any destination designated by the Authority, and the cost of transfer services will not be affected by the ownership of the destination facilities.*

*This business term only applies to proposals for neutral, stand-alone transfer station services contracted directly with the Authority. It does not apply to any alternative transfer solutions proposed by landfills, compost facilities, recyclables processing facilities, or mixed waste processing facilities.

4.2 Company Description

4.2.1 Structure

In its proposal, proposer shall include the following items:

1. Identify the legal entity that would execute an agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.

State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets.

2. If the proposer does not own/operate one or more the facility(ies) proposed in its proposal, the facility owner/operator shall be considered a subcontractor. In such case, the proposer shall include a letter of commitment from the subcontractor acknowledging the submittal of this proposal, guaranteeing facility capacity, and acceptance of applicable terms of the RFP and Agreement.

4.2.2 Key Personnel

Provide an organization chart, resumes, names, and contact information for all key personnel, and address their specific detailed areas of responsibility for provision of future services. At a minimum, key personnel shall include all officers, managers, and supervisors.

Identify the name, title, and contact information of the following key personnel:

1. Person that will be the primary contact during negotiations of the agreement;
2. Person that will serve as the primary contact during the term of the agreement;
3. The regional general manager (or similar title).

4.2.3 Collective Bargaining Agreement

Provide a copy of the current collective bargaining agreement(s) that are relevant to the proposed services.

4.2.4 Subcontractors

Identify all proposed subcontractors and describe the scope of work for which each will be responsible.

4.2.5 Past Performance Record

1. Relevant Experience. For each service proposed, provide examples of your relevant experience providing that service.
2. Litigation and Regulatory Actions. Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past three years against key personnel, proposing entity, its parent company, and all subsidiaries owned by proposing entity.
3. Payment of Fines, Penalties, Settlements, or Damages. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past three years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what

personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.)

4. **References.** Provide references from at least three jurisdictions for whom proposer is providing services similar to those described in this RFP. Include the name, email address, and telephone number of each reference. Contractor shall be responsible for identifying references that will be cooperative with this process. Any reference that declines to comment or otherwise cooperate with the Authority's reference checks may be determined to be a negative reference.

If a proposer is relying on a subcontractor to provide a one of the requested post-collection services, the Authority may require the proposer to provide both the proposer's and its subcontractor's response to the above past performance record information.

4.2.6 Financial Information

Submit the most-recently completed financial statements that agree to the entities federal tax returns for the legal entity(ies) that would execute the agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California and shall include a statement by the chief financial officer (CFO) of the entity(ies) that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.

The proposer may submit an electronic version of the audited financial statements or may provide a website address linking to audited financial statements if available on the proposer's website. Copies of the statements do not need to be submitted with the proposal if an electronic copy is provided or web access is made available.

If the proposer is relying on a subcontractor to provide one of the requested post-collection services, the Authority may require the proposer to provide both the proposer's and its subcontractor's financial information.

4.3 Technical Proposals

Please provide a separate technical proposal for each service (landfill disposal, transfer station, recyclable materials processing, commingled organics composting, mixed waste processing) being proposed. If you are proposing an alternative transfer solution for a landfill, composting, or processing facility, please include a technical proposal for it as well.

4.3.1 General Information

A. Site Information.

1. Name, location, SWIS number, and description of the facility
2. Contact name and phone number of the facility manager

4. Identify if the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor
 5. A site map and traffic flow diagram
 6. A general description of facility operations. Include the typical and worst-case turnaround times for vehicles delivering materials, load checking programs, scales, reporting capabilities, etc.
- B. Permits and Regulatory Compliance.
1. Provide contact names for the regulatory agencies that monitor the processing facility's compliance with applicable local, state, and federal laws and regulations. For each contact, provide the name of the regulatory agency, the contact person's name, title, and telephone number.
 2. Provide a description of any notices of violation and/or enforcement actions or orders against the site and the status of each for the past five years.
 3. Note that in addition to the items listed above, a proposer may be required to submit copies of all necessary permits and CEQA compliance documents prior to award of the agreement.
- C. Available Processing Capacity.
1. Provide a written commitment guaranteeing capacity (on a daily basis) for the proposed materials throughout the term of the agreement. If the capacity to be guaranteed to the Authority as described in the agreement relies on an expansion of/or development of a new facility, describe the expansion/development plans, additional capacity to be constructed, schedule for expansion/development, and permitting status of the expansion plan. If a proposed facility is not owned and operated by the proposer, the proposer shall include a letter of commitment from the facility owner/operator guaranteeing capacity.
 2. Provide a list of the jurisdictions that deliver franchised materials to the facility, and the approximate tons per year of franchised materials (not including self-haul) delivered by each jurisdiction. For the five jurisdictions which deliver the greatest amount of material, please provide a contact name and contact information. The Authority may contact these individuals for a reference.
- D. Import Restrictions or Fees. List any import restrictions, taxes, or fees that will be applicable to the receipt of the proposed materials. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived.
- E. Operations Restrictions. Provide hours of operations and any daily limitations on tons or truck trips.
- F. Staffing. Provide the total number of workers at the facility, by classification.
- G. Worker Health and Safety Measures. Provide all relevant information about worker health and safety measures implemented at the facility.

- H. RDRS Reports. Provide the most recent four quarters of RDRS reports for each proposed facility.
- I. Planned Changes. Upgrades, expansions, retrofits, new technologies, operating methods, materials, markets, permits, etc. that will be implemented at each proposed facility within the next five years.
- J. (For Transfer Station services only) Fleet Replacement Plan. Provide a fleet replacement plan for transfer vehicles which complies with CARB ZEV requirements over the term of the agreement.
- K. (For all services) Method of tracking inbound tons and allocating outbound tons if the facility is receiving tonnage from multiple jurisdictions. The Authority requires accurate reporting of all solid waste and residue disposed that originates from the Authority's service area. The material collected by the Authority's collection contractor may be commingled across all our Member Agencies depending on routing, vehicle types, and collection methodology. Once our materials are delivered to any subsequent facilities, and especially where our materials are being mixed with other jurisdictions' materials after weighing, and where our materials are handled multiple times, it is imperative that our Member Agency allocations stay attached to our materials when our solid waste and residue are disposed. The Authority is a regional agency under AB 939 with a single jurisdictional origin under AB 901 and the portion of unincorporated Contra Costa County that is within our service area is reported separately, but often in aggregate with the rest of unincorporated Contra Costa County. However, we require accurate disposal data for each Member Agency. We also need to disaggregate franchised materials from our Member Agencies versus unfranchised materials (self-haul, C&D). Please review Article 12.6 and Exhibit D for our tracking and reporting requirements. Please clearly and thoroughly describe your current process for tracking inbound jurisdictional tons for materials that are delivered that contain a mix of tons from different jurisdiction, how you track that information in your system (assuming the information is provided to you) and how you then allocate outbound tons to other facilities or to disposal. If you are proposing processing or composting services, please also describe how you allocate processing residue for materials that arrive to your facility with varying levels of inbound contamination and where outbound processing residue should be allocated to reflect the higher (or lower) levels of residue. Additionally, if your facility has multiple operations and mixes residue from one operation with the residue from another prior to weighing, please describe how you ensure the material from each processing operation is properly tracked.

4.3.2 Processing Information

Additional information for recyclable materials processing, commingled organics composting, and mixed waste processing technical proposals:

- A. Processing Methods.
1. Material/process flow diagram
 2. A detailed description of processing methods, equipment, and staffing. Please include the types of equipment used, screen type and sizing (e.g. 2" minus disc screen), number of human sorters on each line and their responsibilities, positive vs. negative sorting, etc.

3. (For commingled organics composting and mixed waste processing only) Describe what is done with the materials that pass over the screen (“overs”) when composted material is screened at your facility and any efforts to divert or reuse the overs. Provide an estimated material composition of the overs (e.g. woody organics, film plastic, rigid plastic, other organics, plastic coated paper products, “compostable” plastics, etc.)

B. Commodities/Products and Markets.

1. List the commodities/products (aluminum, cardboard, compost, etc.). that would be recovered from the Authority’s materials, sold, and diverted. Provide the location of the markets, the types of buyers, and potential end-uses if known. Describe your marketing plan for these commodities.
2. (For recyclable materials processing only) Provide your plan to address SB 54, including a) a description of management of operations to respond to the dynamic changes in the material stream as the regulations are implemented; b) how changes to the accepted/prohibited materials list for the Authority’s recyclables collection program may occur as a function of SB 54; c) what operational changes are anticipated to support the Producer Responsibility Organization (PRO) in achieving the increased recovery rates required by the law; d) how the Proposer intends to ensure that the ratepayers are relieved of the obligations that SB 54 shifts to the producers/PRO; and, e) acknowledging that changes brought about by SB 54 are to be expected, and will not be considered changes in law. Describe to how you would propose how you would approach any request for an adjustment in compensation (increase) or respond to any Authority request adjustment request (decreases) in the event that: 1) the PRO makes per ton payments to MRFs for commodities recovered; and/or, 2) the PRO provides capital investments that reduce operating costs or increase yield. Please note that any changes to the list of allowable recyclable materials as a result of any Extended Producer Responsibility Program (EPR) will be handled as a change in scope and will be specifically precluded from being handled as a change in law, and to the extent that the proposer is already recovering a material at the time of proposal submittal, those materials will be excluded from consideration for additional compensation. Please see Article 2.4 of the attached draft Agreement for Change in Scope methodology.

C. Proposed Diversion Rates.

1. Propose separate diversion rates for recyclable materials, commingled organic materials, and mixed waste. Tons diverted = inbound tons – disposed residue. Diversion rate = tons diverted / inbound tons. Existing facilities must provide historical data to support the proposed diversion rates. Utilize the cost proposal forms to provide this information. In addition, any new facility must explain in its Technical Proposal how diversion was estimated. Alternative Daily Cover or other landfill uses will not count as diversion for purposes of this agreement.
2. (For mixed waste processing only) The residue from composting/digesting organics recovered from mixed waste (compost/AD facility residue) must be added to the residue

from the initial separation of mixed waste (MRF residue) when calculating the diversion rate for mixed waste processing. The composting/digesting residue must be included regardless if the MRF and composting/AD facility are co-located or are in separate locations. Please itemize MRF and composting/AD residue in the Mixed Waste Processing worksheet of the cost proposal forms.

3. (For recyclable materials processing only). Note that per AB 881, exporting mixed plastics is considered disposal unless certain requirements are met. [Bill Text - AB-881 Recycling: plastic waste: export. \(ca.gov\)](#). Please include exported mixed plastics as residue when calculating your facility's diversion rate, unless the conditions of AB 881 are met. Itemize the weight of any exported mixed plastic that is considered disposed, using the Recyclables Processing worksheet of the cost proposal forms.
4. (For recyclable materials processing only) If your facility delivers glass to a glass beneficiation facility for further processing (e.g. Halo Glass Recycling / Gallo Glass, Strategic Materials, Inc.), please provide the contamination rate of the glass that you deliver to that facility and subtract the weight of the contaminants from your diversion calculation. Contaminants meaning materials that will be disposed of by the glass beneficiation facility. Please itemize the weight of glass beneficiation residue, using the Recyclables Processing worksheet of the cost proposal forms.

D. Recyclable Materials Characterization Study Restrictions

(For recyclable materials processing only) The recyclable materials processor must perform complete characterizations of approximately 100 tons of the Authority's recyclable materials on at least a quarterly basis. This may require stockpiling materials prior to the characterization studies. At a minimum, these studies will require keeping the Authority's material separate, emptying bunkers and other storage areas, running the material through their fully staffed and fully operational facility and weighting each commodity and the residue remaining after processing. A sample of the residue will then be selected and a further characterization will be performed on the residue in order to determine the facility's capture rate for the Authority's target recyclable materials. These studies are further described in Exhibit N of the Recyclables Processing draft agreement. **Please provide a thorough description of any and all constraints or restrictions that we should be aware of that would impact your ability to fully perform these studies.** Such restrictions could include, but are not limited to, any spatial constraints, operational considerations, limitations on operating days/hours or other factors that could potentially impact study design and execution. Please also review Exhibit N-1 and utilize track changes to fill in the blanks in the Exhibit.

4.4 Exceptions to the Draft Agreement

To provide the proposer with a clear understanding of the roles, responsibilities, rights, and obligations of the contractor and the Authority, a draft Agreement has been prepared for each of the requested services and is included as Attachment 1. It describes the term of the agreement, detailed performance requirements and standards, contractor's compensation and the annual rate adjustment method, dispute resolution, indemnification, insurance, performance assurances, defaults and remedy provisions,

termination rights, reporting obligations, and other provisions. If there are differences between the description of the services described in this RFP and the draft Agreement, the terms and conditions in the Agreement prevail.

Proposer is required to review the Agreement prior to submittal of its proposal to the Authority. The Authority expects an agreement will be executed by the selected contractor in substantially the same form as presented in Attachment 1. This review process allows the proposer to prepare the proposal and pricing for services with full consideration of its rights and obligations.

Proposer must describe in detail any proposed exceptions to the Agreement. For each exception, proposer shall identify the exception, explain its concern, and provide alternative language for consideration by the Authority. To document the proposer's exceptions to the Agreement and proposed alternative language, proposer shall record its exceptions and proposed alternative language directly in an electronic (MS Word) version of the draft Agreement using the track changes and comments functions. Only the proposer's red-lined version of the MS Word version of the draft Agreement is required to document the exceptions, and the proposer does not need to re-state or summarize the exceptions elsewhere else in the proposal. Proposer shall also utilize the MS Word version of the draft Agreement complete any information in the Agreement that needs to be tailored to the company's proposal such as, but not limited to, the contractor's name, guarantor's name, and the proposed facilities. Each location in the Agreement where proposer-specific information is to be inserted is identified with a note to proposer that provides instructions.

If proposing to provide more than one service, proposers may utilize one Agreement to take any exceptions to the articles of the Agreement common to all services, and note any exceptions that only pertain to one service in the Agreement for that service. For example, a proposer for both Recyclable Materials Processing and Mixed Waste Processing could use the draft Agreement for Recyclables Materials Processing to note any common exceptions plus the exceptions pertaining only to Recyclable Materials Processing, and utilize the draft Agreement for Mixed Waste Processing to note any exceptions pertaining only to Mixed Waste Processing.

The Authority shall reserve the right to determine if the exceptions are reasonable.

Please complete the cost proposal forms assuming that none of your proposed exceptions to the Agreement will be accepted by the Authority. If you are proposing exceptions with a significant monetary value, itemize the corresponding reduction in proposed compensation for each exception that is accepted by the Authority. As an example, if you are taking exception to the requirement to provide 1,000 cubic yards per year of compost product to the Authority, you should complete the cost proposal forms assuming that you would provide the 1,000 cubic yards per year of compost product, but propose a reduction in compensation if your exception is accepted. Please utilize the red-line MS Word version of the draft Agreement to note the compensation impacts of your exceptions, in the same section in which you describe the exception.

The proposer shall acknowledge and accept all terms and conditions of this Request for Proposals for Post-Collection Services including, but not limited to the rights reserved by the Authority and the general conditions identified in Section 1.9.

If the Authority chooses to enter into negotiations with a proposer, the noted exceptions and recommended alternative Agreement language will serve as a starting point for discussion. With this understanding, the selected contractor may not initiate discussion related to Agreement language for which no exceptions were noted. The Authority may request the proposer to sign the Agreement before Authority makes the final contractor selection.

4.5 Cost Proposal

Proposers shall complete the cost proposal forms provided in Attachment 2. Proposers shall submit their cost proposals electronically in MS Excel.

4.6 Other Proposal Forms

A. Secretary's Certificate. Each proposer shall complete and submit the Secretary's Certificate, Attachment 4, documenting the designated representative authorized to bind the proposing company.

B. Non-Collusion Affidavit. Each proposer shall complete and submit the Non-Collusion Affidavit, Attachment 5. The Non-Collusion Affidavit shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate.

C. Iran Contracting Act Certification. Each proposer shall complete and submit the Iran Contracting Act Certification, Attachment 6. The Iran Contracting Act Certification shall be signed by the representative identified by the Secretary's Certificate.

SECTION 5 – PROPOSAL EVALUATION PROCESS

This section describes the process for evaluating proposals and selecting the contractor(s). Note that the Authority reserves the right to modify this process in any way and at any time during the RFP and contractor selection process as it deems appropriate in the best interest of the Authority, its member agencies, and its constituents.

5.1 Proposal Evaluation Process

An evaluation team will be assembled by the Authority, which will include Authority staff and consultants. The evaluation team will be overseen by a temporary subcommittee of the Authority's Board of Directors (the Franchise Vendor Selection Ad Hoc Committee).

The evaluation team will confirm that the proposals meet the minimum qualifications (described below) and conduct an evaluation of the proposals. The expected evaluation criteria are described below. The evaluation team may seek additional information and ask clarifying questions of the proposers, and may invite one or more proposers to participate in interviews. The evaluation team may ask to tour one or more proposed facilities. The evaluation team may contact proposer references. The evaluation team may consider any other information, speak with any other entities, or consider any information it is aware of from past performance that it deems relevant to the evaluation. The evaluation team may ask proposers to consider additional information provided by the Authority and submit a revised proposal. The evaluation team may then recommend one or more proposers to participate in negotiations for award of an agreement.

The Authority will seek to negotiate terms for an agreement(s). In the event that agreement cannot be reached as determined by Authority staff in their sole discretion, then negotiations may be entered with another proposer(s). The Authority staff may recommend that the Board of Directors award one or more negotiated agreement(s). There shall be no binding agreement with any proposer unless and until an agreement is awarded by the Authority Board, at its sole discretion. The Authority reserves the right not to award any agreement(s) through this RFP process.

5.2 Minimum Qualifications

To qualify to submit a proposal, respondent companies must meet all of the minimum qualifications stated below:

- Ability to provide the proposed services by 3/1/2027
- Adequate capacity (permitted and actual) for the Authority's materials by 3/1/2027 and throughout the term of the agreement
- Minimum of 5 years of experience providing the proposed services in California
- Sufficient financial resources to perform the proposed services (as evidenced by the financial statements submitted per Section 4.2.6)
- Submission of a complete and responsive proposal by the deadline (by **3:00 p.m.** on **May 31, 2024**, unless amended in advance by the Authority)

The evaluation team will ensure that each proposal meets the minimum qualifications. The Authority reserves the right to waive immaterial deficiencies in a proposal, in its discretion. Any proposal that does not meet the minimum qualifications may be rejected without further consideration.

5.3 Evaluation Criteria

The expected evaluation criteria are described below. The Authority reserves the right to consider additional criteria that it deems are required by and appropriate for the public health, safety, and well-being of its constituents, and to weight the criteria as it deems appropriate, in its sole discretion. The evaluation criteria are summarized as:

- **Environment.** Factors include, but are not limited to, ability to divert solid waste from disposal; expected improvements (or reductions) in air quality, water quality, soil quality, and traffic impacts; and commitment to identification of markets and end uses with less environmental footprint.
- **Cost.** Factors include, but are not limited to, proposed tipping fees; expected government surcharges; proposed revenue to be shared with the Authority (recyclables); proposed transportation rates and expected costs based on distances; cost to achieve SB 1383 organic waste product procurement compliance (organics); estimated monetary value of requested exceptions to the draft Agreement; and demonstrated adherence to negotiated contract pricing and cost terms over the life of the contract.
- **Service Quality.** Factors include, but are not limited to, demonstrated experience successfully providing similar services; demonstrated positive customer and public agency relations; demonstrated strength of management approach to deliver services; track record of disruptions due to operational issues, labor relations issues, litigation (initiated by or defended by company), regulatory action, or other factors; demonstrated adherence to contract terms; and demonstrated compliance with applicable law.
- **Markets (Recyclable Commodities, Organic Products).** Factors include, but are not limited to, demonstrated ability to produce and market quality products and meet commodity specifications; demonstrated ability to meet or exceed market pricing; demonstrated ability to identify responsible end markets; credibility of plans to seek domestic or other markets for recyclables to improve and verify diversion and reduce environmental footprint; demonstrated culture of creativity and innovation in identifying new markets.
- **Technical Proposal.** Factors include, but are not limited to, reasonableness and credibility of operating plans; proposed capture rates (recyclables); proposed turn-around times for vehicles delivering materials; thoroughness of load checking programs; demonstrated culture of and commitment to health and safety; demonstrated ability to operate efficiently and employ innovation and technology; credibility, accuracy, and transparency in weighing and reporting systems; quality and condition of

facility, vehicles, and equipment, and commitment to maintain them in a state of good repair; and opportunity for site visits.

Note that cost is not the only evaluation criterion, and that the Authority is not obligated to select the lowest-cost proposal. The Authority is seeking to obtain the highest value for its rate-payers: Cost relative to the value of the services provided. For example, the Authority may select a proposal that is not the lowest cost but provides materially superior environmental and performance quality benefits with anticipated strong contractor adherence to contract terms and commitments. Please note that for the purposes of evaluating the rate proposals, the Authority may develop its own estimation of the future tonnage levels and use its assumptions to compare one company's rate proposal to other companies' rate proposals. Furthermore, the Authority may estimate annual rate expenses and 5-year and 20-year net present value of the contract. Furthermore, the Authority may estimate the cost of the collection, and/or transfer vehicles transporting materials to the proposed facilities and consider such cost in the evaluation of those facilities.

5.4 Protest Procedures

The Authority will provide each proposer written notice of the Authority's intent to award an agreement. Any proposer that wishes to protest/appeal the decision must submit a written protest to the Authority no later than five (5) calendar days following notification of the proposed award. The written protest must contain a detailed description of all bases for the protest and shall be signed and dated. Protests shall be addressed to:

David Krueger
Executive Director
1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596
david@recyclesmart.org

The Executive Director shall inform the protester in writing of the decision in response to the protest, stating the reasons for the decision, and responding at least generally to each material issue raised in the protest. The Executive Director's decision regarding a protest is final. The protester may seek a remedy in state or federal court, as appropriate, from the final action of the Authority Board of Directors.

Failure to submit a timely protest in accordance with the procedures described here shall waive a Proposer's right to appeal the Authority's decision. All claims shall be presented in the manner described here prior to the filing of any action on such claims, and no such action may be maintained by a person who has not complied with the requirements herein.

Attachments

1. Draft Agreements – Provided as five separate MS Word documents
2. Cost Proposal Forms – Provided as a separate MS Excel document
3. Process Integrity Policy – Provided as a separate PDF document
4. Secretary’s Certificate – See below
5. Non-Collusion Affidavit – See below
6. Iran Certification Act – See below

ATTACHMENT 4 SECRETARY'S CERTIFICATE

PROPOSAL FOR POST-COLLECTION SERVICES TO THE CCCSWA (AUTHORITY)

I, _____, certify that I am the secretary
(Name of Secretary)
of the corporation named herein; that _____ who signed this
(Name of Person Signing Proposal)
Proposal on behalf of the corporation, was then _____ of
(Title of Person Signing Proposal)
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for
and on behalf of said corporation by Authority of its governing body, as evidenced by the attached true
and correct copy of the _____.
(Name of Corporate Document)

By: _____ (signature)
Name: _____ (printed name)
Title: Secretary
Date: _____

ATTACHMENT 5 NON-COLLUSION AFFIDAVIT

Proposer's Name _____

**FOR: PROPOSAL FOR RECYCLABLES AND/OR COMPOSTING AND/OR MIXED WASTE
PROCESSING SERVICES FOR THE
AUTHORITY**

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost or rate element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

ATTACHMENT 6 IRAN CERTIFICATION ACT

CONTRACTOR'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Contractor certifies that:

- (1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

_____ (Company Name)

By: _____ (Signature)

Name: _____ (Printed Name)

Title: _____

Date: _____

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