



RECYCLESMART POST-COLLECTION RFP

ANSWERS TO QUESTIONS FROM PROPOSERS

The following are questions timely submitted by potential respondents or generated by the Authority to provide further clarification about the Authority's process and expectations for the post-collection services. Some questions have been paraphrased to improve readability, preserve anonymity, and/or to consolidate questions submitted by multiple respondents on the same topic.

QUESTION #1:

Can proposers bid on composting alone, or will proposers be required to bid on both recycling and composting?

Answer: Proposers can bid on composting alone. Proposers can bid on any of the post-collection services (composting, recyclables processing, mixed waste processing, disposal, transfer) alone, or bid on some or all of them, in any combination. Proposers for transfer services can propose to transfer one or more of the materials.

QUESTION #2:

What is the Authority's email file size limit?

Answer: 50 MB

QUESTION #3:

What elements is CCCSWA looking for in a vendor that they do not have today?

Answer: Please refer to the evaluation criteria in Section 5.3 of the RFP to see the elements that the Authority is looking for in vendors for post-collection services. The evaluation criteria are in no way a statement regarding the performance of the current vendors. The Authority believes that it is in the best interest of our rate payers to periodically conduct competitive RFP processes for contracted services, sometimes even in cases where the current vendors are meeting performance standards.

The Authority is interested in evaluating the following potential changes to our current programs and contracting structure through this RFP process:

1. Comply cost-effectively with new state requirements (SB 54, Zero Emissions Vehicles);
2. Re-evaluate which materials the Authority should accept in its Recyclable Materials collection program;
3. Explore new methods of sharing the financial risk of the recyclables markets with the Recyclable Materials Processor(s), to the benefit of the Authority's ratepayers, itemizing processing costs and recyclables revenue;

4. Consider a new post-collection service, Mixed Waste Processing, to supplement our existing source separation programs and increase diversion;
5. Obtain greater transparency and a better understanding of itemized post-collection costs through unbundled procurement of post-collection services;
6. Consider new diversion facilities, technologies, methods, and markets from multiple vendors that could achieve high diversion outcomes at a competitive price;
7. Separate the collection agreement from the post-collection agreement(s). Having separate agreements for collection and post-collection would allow (but not require) the Authority to award the collection and post-collection agreements to different vendors. One reason the Authority is pursuing separate agreements for post-collection and collection services is to maximize competition for collection services during the subsequent 2024 collection RFP process. The Authority is seeking to ensure on-going high levels of collection service quality, customer service, and on-time collection.

QUESTION #4:

Section 3.1.5 Mixed Waste Processing indicates the Authority is interested in this potential new service. Will the 38,000 tons indicated for this stream be diverted from the 81,958 tons of solid waste? If so, what is the anticipated timeframe for this new service?

Answer: The total amount of solid waste generated in the Authority's service area, from all sectors, is approximately 80,000 tons per year. Solid waste from just our commercial and multi-family sectors is approximately 38,000 tons per year. The Authority is seeking Mixed Waste Processing cost proposals based on an assumed 1) 80,000 tons per year (all sectors), and; 2) 38,000 tons per year (commercial and multi-family sectors only). Please use columns C and D of the upper table of the Mixed Waste Processing cost form to propose to process 38,000 tons per year of commercial and multi-family solid waste, and columns F and G to propose to process 80,000 tons per year of solid waste from all sectors. The Authority will determine the tons per year to send to Mixed Waste Processing based upon the proposals received. Cost and diversion will be factors in this decision. The Authority may decide not to send any tons to Mixed Waste Processing, depending upon the proposals received.

Proposers should assume that Mixed Waste Processing will commence on March 1, 2027. However, because Mixed Waste Processing is not an existing service, does not directly impact the customers, and is not mandated by law, the Authority may choose to implement it at a later time in order to phase in the cost. Implementation dates later than March 1, 2027 would be negotiated between the proposer and the Authority prior to executing a Mixed Waste Processing agreement. Please note in your proposal any anticipated impacts (available capacity, cost, etc.) of an implementation date later than March 1, 2027. Please propose costs in 2024 dollars, and assume that your proposed costs would be increased by CPI to determine costs at start-up.

Note that the start date for all other post-collection services is March 1, 2027.

QUESTION #5:

Our company's recycling facility is more than 25 miles from the Authority's service area and we do not have a local transfer station. Can we still propose?

Answer: You could still propose. You could partner with another company that has a local transfer station. In addition, the Authority is requesting proposals for “stand-alone” transfer station services. If such a proposal is received and selected, the Authority could direct a “stand-alone” transfer station to deliver recyclables to your facility. You could also propose to establish a new transfer station within 25 miles of the Authority’s service area. It could be a transfer “solution” that is something less than a full transfer station, such as a facility where materials are transferred truck-to-truck and do not touch the ground. These multiple transfer options are available for all materials (Solid Waste, Organics, Commercial Food Scraps) not just Recyclables.

QUESTION #6:

Does a facility/transfer need to be less than 25 miles from the Authority’s service area boundary mean outer boundary or is there a center point for mileage?

Answer: The facility/transfer station would need to be 25 miles or less from the outer boundary of the Authority’s service area in order for the Authority to consider directing its collection contractor to direct-haul materials to that facility/transfer station in route collection vehicles. However, this does not mean that a facility/transfer station will necessarily receive our materials via direct-haul if it is within 25 miles of the outer boundary of the Authority’s service area. Additionally, the Authority reserves the right to re-consider directing its collection contractor to direct-haul to a facility/transfer station that is greater than 25 miles from the outer boundary of the Authority’s service area once all proposer facility and truck yard locations are known. See also the responses to Questions #5, #7 and #8.

QUESTION #7:

Twenty-five mile assumptions. If a contracted processing and/or disposal facility is determined to be 25 miles or less from the service area, will the Authority ultimately determine whether a transfer facility is to be utilized or rather direct-hauled by the collector during this post-collection procurement process or during the collections procurement process?

Answer: The Authority expects to determine whether to direct-haul or transfer to each facility and to select any needed transfer stations during the post-collection procurement process. The collection RFP will tell collection proposers where to deliver each type of material. The Authority reserves the right to later re-evaluate whether to direct its collection contractor to direct-haul material rather than utilize a transfer station depending on collection proposers’ maintenance yard location and proposed routing. See also the response to Questions #6 and #8.

QUESTION #8:

We would like to clarify RecycleSmart’s desire to redirect materials after the award of the Collection Contract. Is RecycleSmart only considering a redirect on potential transfer station services, and NOT on recycle and organics processing services?

Answer: The Authority is not considering redirection of materials away from its selected recyclables or organics processor. Any re-direction will be in regards to using a transfer station to deliver materials to the processor vs. direct-haul to the processor.

The Authority does not intend to redirect where the collection contractor delivers materials during the term of the collection agreement. One exception to this would be if a post-collection agreement

had a shorter term than the collection agreement. In that case a different post-collection facility could be selected after the expiration of the first post-collection agreement, and the collection contractor would then be directed to take materials to the new facility(ies). Another exception would be if a post-collection facility was temporarily unable to accept material from the Authority's collection contractor due to an emergency, etc.

Section 5.8 of the draft agreements is specifically related to: 1) Whether transfer services are going to be needed, and; 2) Who is responsible for transfer. The Authority will be evaluating this as an overall system and the location of any proposed transfer station (whether incorporated into proposal for processing, disposal, or composting or as part of a stand-alone transfer proposal) and the collection contractor's vehicle maintenance yard are both factors the Authority will consider. During the post-collection evaluation process, the Authority expects to make the initial determination of whether transfer services for a particular material type are needed and whether to 1) Use a proposers' transfer services that were offered as part of a processing, disposal, or composting proposal, or; 2) Use transfer services that were offered as part of a stand-alone transfer proposal. The Authority reserves the right to re-evaluate whether to direct its collection contractor to direct haul material rather than utilize a transfer station depending on collection proposers' maintenance yard location and proposed routing. See also the response to Questions #6 and #7.

QUESTION #9:

The RFP seems to imply that the CCCSWA will enter into an agreement directly with a compost facility, and that the compost facility could propose to use a third-party transfer station as a sub-contractor. Would the CCCSWA consider an arrangement in which the CCCSWA contracts directly with a transfer station for organics processing services, and the transfer station subcontracts with one or more third-party composting facilities? With the transfer station having the right to determine how much material to send each of the sub-contracted composting facilities during the term of the agreement?

Answer: Yes, the Authority would consider both types of arrangements: 1) Compost facility = contractor, transfer station = subcontractor, or; 2) Transfer station = contractor, compost facility = subcontractor. If the transfer station were the contractor, the transfer station could select its composting facility sub-contractors and determine how much material to send to each. The Authority would have the right to approve any sub-contractors.

The Authority would consider either type of contracting arrangement for the other materials as well (Solid Waste, Recyclables, Commercial Food Scraps.)

As stated in the RFP, the Authority is also requesting proposals for a "stand-alone" transfer station that would transfer one or more materials to destination facilities selected by the Authority. Under that arrangement, the Authority would contract directly with both the transfer station and the destination facility(ies).

QUESTION #10:

During the preproposal conference, the Executive Director stated that proposers could propose to utilize a transfer station that they would not have to make available to their competitors. Does that apply to a proposer's competitors for collection services or just to their competitors for post-collection services?

Answer: It only applies to your competitors for post-collection services, not to your competitors for collection services. For example, a company could propose to provide disposal services, and propose a transfer station that would only transfer solid waste to its proposed landfill. The proposer would not have to make that transfer station available to transfer the Authority's solid waste to a competitor's landfill. However, the proposer would have to agree that their transfer station would accept the Authority's solid waste, and would charge the same rate to transfer and dispose of the Authority's solid waste, no matter which company the Authority selects as its collection contractor. Unless you are proposing to provide "stand-alone" transfer services, your proposed transfer station would not be required to deliver the Authority's material to any competitor's disposal, composting, or processing facility. However, your proposed transfer station would have to accept our material from our contracted collector, at the same price, even if we select your competitor for collection. Transfer station services can be "bundled" with other post-collection services (disposal, composting, recyclables processing, mixed waste processing). However, no transfer station or other post-collection services can be "bundled" with collection services.

While transfer station services can be "bundled" with other post-collection services, please itemize the transfer station cost separately from the other costs, using the "Transfer Cost (Optional)" boxes on the cost forms for the other post-collection services.

As stated in Section 4.1 of the RFP: The proposal cover letter must include (among other things) the proposer's 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 the Authority's 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.

QUESTION #11:

Commercial Food Waste is under contract with EBMUD until 2028. What is the time frame in 2028 for this stream to be diverted?

Answer: The Authority is requesting proposals to pre-process Commercial Food Scraps and transfer them to EBMUD. The Authority is also requesting proposals to provide back-up contingency composting/anaerobic digestion services for Commercial Food Scraps (temporarily replacing EBMUD as needed). Both of these services would begin on March 1, 2027.

In addition, the Authority is requesting proposals to provide on-going composting/anaerobic services for Commercial Food Scraps (permanently replacing EBMUD). This permanent replacement service is not anticipated to begin before March 1, 2028 (if at all), but could potentially start as early as March 1, 2027. The Authority's current direction is to continue to divert Commercial Food Scraps through anaerobic digestion at EBMUD for the foreseeable future. However, that could change based upon EBMUD's ability and willingness to continue to provide the service, and based upon the proposals received in this post-collection RFP process.

QUESTION #12:

Would the Authority consider alternative proposals to divert commercial SSO instead of taking it to EBMUD?

Answer: Yes. The Authority would consider alternatives to the diversion of source separated Commercial Food Scraps by wet anaerobic digestion at EBMUD. The method proposed would need to be considered diversion by the State. Proposers would use the sections of the “Organics Composting” cost form labeled “On-Going Commercial Food Scraps” to propose pricing. Proposers would need to submit a technical proposal (as described in Section 4.3 of the RFP) for the proposed Commercial Food Scraps diversion facility(ies). The technical proposal should include acceptable materials/bags/specifications and any need for pre-processing or transfer prior to acceptance at the diversion facility. The Authority currently accepts Commercial Food Scraps in non-compostable clear plastic bags, and would prefer to continue this practice to encourage generators to participate in the program. As stated above, any permanent replacement of EBMUD is not anticipated to begin before March 1, 2028 (if at all), but could possibly start as early as March 1, 2027.

QUESTION #13:

Please provide current landfill disposal rate(s) for disposal of solid waste contracted/generated in CCCSWA.

Answer: The CCCSWA’s current landfill disposal rate is \$80.87 per ton, which includes both solid waste transfer and disposal. Transfer services are provided at the Contra Costa Transfer Station at 951 Waterbird Way outside of Martinez and disposal services are provided at the Keller Canyon Landfill at 901 Bailey Rd. outside of Pittsburg. The \$80.87 per ton includes government fees and surcharges. Current rates for all post-collection services (excluding recyclables processing) can be found here: [Second Amendment Attachments A and B.pdf \(recyclesmart.org\)](#) The current rate year is Rate Year 10. The current rate for the Bailey Rd. Surcharge is \$0.54 per ton instead of the \$1.00 per ton described in the provided link.

Note that all of these rates bundle transfer and disposal/processing/composting costs. While the current rates do not itemize transfer vs. disposal/composting/processing, proposers for this post-collection RFP are required to itemize these costs per the cost proposal forms.

QUESTION #14:

For the organics tab of the cost forms:

- a) Can we add an additional category of ‘clean green waste’ as an alternative tip fee?
- b) Can we submit different transfer costs to capture different on-site processing options for separate organic material types?
- c) Can we add tabs for different Subcontractor facilities, to capture their costs and diversion rates?

Answer: Yes to all.

QUESTION #15:

The RFP states that the organics processing service provider will guarantee the "Authority meets its SB 1383 procurement obligation", however CCR 18993.1 imposes procurement obligations on a “jurisdiction” which is defined to include a city or county (rather than a JPA or Solid Waste

Authority). Since this obligation is imposed on the individual member agencies who will not be parties to the agreement, can the Authority identify where in its governing documents that it has been delegated this responsibility by the jurisdictions and can the Authority also provide a copy of the agreement with its current broker that is referenced in Section 5.4.E of the draft contract?

Answer: The RFP at Section 3.1.4 under the subheading “Compost Procurement” at paragraph 2 addresses this topic more fully. See RFP Addendum No. 2, issued with this Q&A, which makes clarifying edits to the first sentence in this section.

The Authority’s Member Agencies must meet their individual procurement obligations; the Authority has not been delegated this responsibility. However, the Authority supports its Member Agencies in achieving their procurement obligations under SB 1383.

Under the Authority’s current arrangement, the organics composting contractor confirms the role of compost customers as direct service providers by including the language specified in Section 3.1.4 of the RFP, on page 17 (reprinted below) on invoices of sale from the composting 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.

An invoice containing this example language that is signed by a compost purchaser is a direct service provider agreement.

Proposers may continue this type of relationship, and/or propose alternative or additional means to support the Authority’s Member Agencies in compliance with the Member Agencies’ SB 1383 procurement obligations. Since the Authority reprinted the key language from its current direct service provider agreements above and proposers are not required to propose the same method in their proposals, the Authority is not producing any existing signed agreements here.

QUESTION #16:

Is the Authority willing, and able, to share the existing direct service provider agreement for procuring organic waste products so that a prospective bidder may propose a similar type of arrangement?

Answer: Please refer to the answer to Question #15 above. The example direct service provider agreement language above is sufficient for a prospective bidder to propose a similar type of arrangement. A copy of an existing, signed direct service provider agreement is not necessary and will not be provided.

QUESTION #17:

In the draft Organics Processing Agreement, Section 2.3: Change in Marketability does not seem to apply to comingled organics; this seems like a provision more applicable to comingled recycling processing. Can the Authority remove this from the Organics contract?

Answer: While this provision is more likely to apply to commingled recyclables, it could also apply to commingled organics. For example, if materials not currently included in the list of acceptable materials (Exhibit C), such as compostable rigid plastics or food-soiled paper products coated with compostable plastic, were to become acceptable in the future. Proposers may indicate proposed exceptions to the agreement using the methodology detailed in Section 4.4 of the RFP.

QUESTION #18:

Exhibit C of the draft Organics Processing Agreement lists untreated wood as an acceptable material. Each individual piece would need to be limited in size to 6 inches in diameter and 4 feet length. Can the Authority update the draft Agreement to reflect this?

Answer: Different proposers may have different limitations. Please propose your limitations on untreated wood as an exception to the agreement, using the methodology detailed in Section 4.4 of the RFP. Also consider whether these same limitations apply to wood collected in drop boxes.

QUESTION #19:

For Section 7.10 of the Organics Processing agreement, “Compost Giveaways,” will the Authority please confirm that Organics Processor is the one responsible for physically delivering the compost product to such locations and events?

Answer: Yes. The Organics Processor is the one responsible for physically delivering the compost product to such locations and events.

QUESTION #20:

In the Recycling Processing Draft Agreement: Section 6.2. Should this section read “The Contractor shall be solely responsible for the transport of all ~~Mixed Waste Processing~~ **Recycling Processing** Residue from the Approved ~~Mixed Waste~~ **Recycling** Processing Facility and shall safely and lawfully Dispose of Residue at a permitted Disposal Site. Residue transportation and Disposal Site tipping fees are at the sole expense of the Contractor. **The Authority reserves the right to redirect Residue pursuant to Section 5.8.**

a) Does RecycleSmart envision a redirect on residual materials for Organics/Recycle Processing in the future? Section 5.8 does not appear to discuss the redirect of residue from processing organics or recyclables.

Answer: The Authority does not envision redirecting residue from Organic Materials Processing Facilities or Recyclable Materials Processing Facilities in the future. There are typos in Section 6.2 of the Draft Agreements for Recyclable Materials Processing and Organic Materials Composting. Section 6.2 of those Agreements should read:

“The Contractor shall be solely responsible for the transport of all ~~Mixed Waste Processing~~ Recyclable Materials {Organic Materials} Processing Residue from the Approved ~~Mixed Waste~~ Recyclable Materials {Organic Materials} Processing Facility and shall safely and lawfully Dispose of Residue at a permitted Disposal Site. Residue transportation and Disposal Site tipping

fees are at the sole expense of the Contractor. ~~The Authority reserves the right to redirect Residue pursuant to Section 5.8.~~”.

Organic Materials Processor and Recyclable Materials Processors are solely responsible for the disposal of their residue, and the Authority will not seek to redirect their residue to any specific landfill.

The Authority only reserves the right to redirect residue from Mixed Waste Processing. Proposals for Mixed Waste Processing should assume that the Mixed Waste Processor will be responsible for disposal of their processing residue. The Mixed Waste Processing cost proposal forms itemize the cost of residue transfer and disposal. The itemized cost on the cost forms assumes transfer and disposal of the residue will be provided by the Mixed Waste Processor. If the Authority chooses to redirect the residue, the proposed, itemized residue transfer and disposal cost would be replaced with the cost to transfer the residue to the Authority’s contracted landfill and dispose of it there. Only the residue from processing the Authority’s solid waste (or equivalent tonnage) would be redirected.

See also the response to Question #21.

QUESTION #21:

To clarify for the residue disposal, the draft Organics Processing agreement states, “The Contractor shall be solely responsible for the Transport of all Composting Residue from the Approved Composting Facility and shall safely and lawfully Dispose of Residue at a permitted Disposal Site. Residue Transportation and Disposal Site tipping fees are at the sole expense of the Contractor. The Authority reserves the right to redirect Residue pursuant to Section 5.8. {Note to Proposer: Upon successful completion of the Franchised Collector agreement, Authority may direct Contractor to use a Designated Disposal Facility and/or a Transfer Facility for Residue Disposal; however, Proposer should propose assuming the above text.}”

Will the Authority please clarify which “Contractor,” is responsible for the transportation and disposal site tipping fees? Is the intended Contractor the firm who holds the transfer, collections, or processing agreement? Additionally, is it correct to assume that whomever is responsible for the cost of transport and disposal of residue is not to be further compensated?

Answer: The Organics Processor is responsible all costs associated with the transfer and disposal of composting residue at a permitted landfill of their choice. The Recyclables Processor is responsible all costs associated with the transfer and disposal of processing residue at a permitted landfill of their choice. The commercial food scraps pre-processor is responsible for all costs associated with the transfer and disposal of pre-processing residue at a permitted landfill of their choice.

It is correct to assume that the Organics Processor will not be further compensated for the cost of transport and disposal of residue. The Contractor’s Component (\$/ton) on the Organics Composting cost form should include the cost of residue transport and disposal.

See also the response to Question #20 above.

QUESTION #22:

Does the Authority have a recent waste composition study for single stream recyclables?

Answer: Please see the “Composition Study” worksheet of the spreadsheet at this link: [CCCSWA_Char-Study-Model-for-RFP_032924.xlsx \(live.com\)](https://www.cccswa.com/Char-Study-Model-for-RFP_032924.xlsx)

QUESTION #23:

The Recyclables Processing cost form provides a recyclables revenue of \$199.41 per inbound ton. If I believe the recyclables revenue will be different, can I change it on the cost form? How will the recyclables revenue share be calculated during the first year of the contract? Using the \$199.41 per inbound ton?

Answer: Please do not change the \$119.41 per inbound ton recyclables revenue in the Recyclables Processing cost form. This amount is based on the most recent waste composition study and the most recent market index data for commodities. This is not the actual dollar amount that will be used to calculate the recyclables revenue share during the term of the agreement. It is intended to illustrate the per ton calculation and afford the proposer the opportunity to propose the percentage of the proposers share of revenue that will be used to offset processing costs.

The recyclables revenue share for the first rate period will be calculated in accordance with Section 3.B of Exhibit N-3. The recyclables revenue share for the second rate period will be calculated in accordance with Section 4.B of Exhibit N-3. Each year thereafter, the recyclables revenue share will be adjusted annually in accordance with Section 5.B of Exhibit N-3.

QUESTION #24:

For all draft agreements, Section 12.6. Will the Authority please clarify what “certain data” is in reference to within the following language: “certain data that may otherwise not be publicly available related to the allocations of tonnage at Contractor’s Facilities used in the performance of any and all services under this Agreement, including to agencies other than the Authority and its Member Agencies, will be provided by the Contractor to the Authority.”? It is our understanding that the allocations are established by the Authority within the collections agreement.

Answer: “Certain data” specifically means the data listed in Exhibit D of the draft agreement as part of the quarterly report that may include tonnage data that may not have originated in the Authority’s service area that is necessary for the Authority to track its tons through multiple facilities and validate the disposal origin allocations reported by each facility.

QUESTION #25:

During the Pre-Proposal meeting it was mentioned that Tax Returns would need to be provided. The RFP states “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.” Can you confirm audited financials are required and not tax returns?

Answer: Audited financial statements are required, not tax returns.

QUESTION #26:

Are truck leases allowed and are there specific compensation parameters for the lease?

Answer: Yes, truck leases are allowed, provided that the contractor can sufficiently demonstrate the ability to furnish all equipment necessary to perform all services throughout the term of the contract.

QUESTION #27:

Our company's Collective Bargaining Agreements (CBAs) are proprietary and confidential and we are unable to provide copies with our proposal. Can the Authority elaborate on the information they are seeking to confirm in the CBA and are there any alternative documents a proposer may provide to satisfy this requirement?

Answer: You may satisfy the requirements of section 4.2.3 of the RFP by either:

1. Providing the CBA's and marking them confidential, per Section 1.8 of the RFP.
2. Providing the following information:
 - a) CBA expiration date
 - b) Covered job classifications
 - c) Wages and benefits by job classification

Proposers should note that the CBA's will become Exhibits to all service Agreements with the Authority, as is our current and long-standing practice.