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BOARD OF DIRECTORS REGULAR MEETING

AGENDA

MARCH 28, 2024 – 3:00 P.M.

Walnut Creek City Hall, 3rd Floor Conference Room
(Use elevator by City Council Chambers)
1666 North Main Street, Walnut Creek

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

If you would like to address the Board, please complete a speaker's card and submit it to Janna McKay, Secretary of the Board. When addressing the Board, please state your name and address for the record. There is a three-minute limit to present your information. (The Board Chair may direct questions to any member of the audience as appropriate at any time during the meeting.)

3. **CONSENT ITEMS**

All items listed in the Consent Calendar may be acted upon in one motion. However, any item may be removed from the Consent Calendar by request by a member of the Board, public, or staff, and considered separately.

- a. Approve Minutes of the Regular Board Meeting on February 22, 2024*

4. **ACTION ITEMS**

- a. Chair and Vice Chair Appointments
Elect CCCSWA Board Chair and Vice Chair for 2024-2025.
- b. Resolution Recognizing Inga Miller as Chair of the CCCSWA Board of Directors*
Adopt Resolution No. 2024-02, Recognizing Inga Miller for her leadership during her term as Chair of the CCCSWA Board of Directors.

c. Conclude Sole Source and Concurrent Negotiations for Transfer and Disposal Services without Awarding a Service Agreement*

The Franchise Vendor Selection Ad Hoc Committee recommends that the Board direct staff to conclude the sole source and concurrent negotiations for transfer and disposal services without awarding a service agreement.

d. Issue RFP for Post-Collection Services and Begin Sole Source Negotiations for Reuse and Cleanup Day Services*

The Franchise Design Ad Hoc Committee recommends that the Board direct staff to:

1. Release the post-collection RFP (Attachment C) and draft agreement (Attachment C-1).
2. Begin sole source negotiations with Mt. Diablo Resource Recover (MDRR) for Reuse and Cleanup Day Services.

e. Proposed Amendment to the Existing Agreement with Republic Services Regarding Service Quality Metrics*

Authorize the Executive Director, in consultation with legal counsel, to prepare and the Board Chair to execute a Third Amendment to the existing Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services with Republic Services in accordance with the negotiated terms presented in Attachment A regarding service quality metrics, special rate adjustments, customer credits, staffing requirements, reporting requirements, and approved composting facilities.

5. INFORMATION ITEMS

These reports are provided for information only. No Board action is required.

- a. Ridwell Recycling/ReUse Collection Service*
- b. Executive Directors Monthly Report*
- c. Future Agenda Items*

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

7. ADJOURNMENT

**Corresponding Agenda Report or Attachment is included in this Board packet.*

ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA

Persons wishing to speak on PUBLIC HEARINGS and OTHER MATTERS listed on the agenda will be heard when the Chair calls for comments from the audience, except on public hearing items previously heard and closed to public comment. The Chair may specify the number of minutes each person will be permitted to speak based on the number of persons wishing to speak and the time available. After the public has commented, the item is closed to further public comment and brought to the Board for discussion and action. There is no further comment permitted from the audience unless invited by the Board.

ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA

In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to RecycleSmart Board Secretary at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority dba RecycleSmart to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact RecycleSmart Board Secretary at least 48 hours in advance of the meeting at (925) 906-1801.

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON FEBRUARY 22, 2024**

The Regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened at Walnut Creek City Hall, 3rd Floor Conference Room, 1666 North Main Street, Walnut Creek, Contra Costa County, State of California, on February 22, 2024. Chair Inga Miller called the meeting to order at 3:00 P.M.

PRESENT: Board Members: Candace Andersen
Newell Arnerich
Ken Carlson
Gina Dawson, Vice Chair
Matt Francois
Kerry Hillis*
John McCormick
Inga Miller, Chair
Renee Morgan
Janet Riley
*Arrived after Roll Call

ABSENT: Board Members: Cindy Silva
Renata Sos

Staff members present: David Krueger, Executive Director; Janna McKay, Executive Assistant/Secretary to the Board; Grace Comas, Senior Accountant; Judith Silver, Senior Program Manager; Ashley Louisiana, Senior Program Manager.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Chair Miller led the Pledge of Allegiance.

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

No written comments were submitted, or oral comments made, by any member of the public.

3. CONSENT ITEMS

- a. Approve Minutes of the Regular Board Meeting on January 25, 2024
- b. Receive Fiscal Year 2022-2023 Financial Statements and Independent Auditors' Report [REMOVED FOR DISCUSSION]

No written comments were submitted, or oral comments made, by any member of the public.

MOTION by Board Member Morgan to approve Consent Item a, as submitted. SECOND by Board Member Francois.

MOTION PASSED unanimously by a voice vote.

The following item was removed from Consent for discussion.

- b. Receive Fiscal Year 2022-2023 Financial Statements and Independent Auditors' Report

Board Member Francois referred to Page 43 of the Auditors' Report and the statement that "*We identified certain deficiencies in internal control that we consider to be significant deficiencies ...*" He sought clarity of those "significant" deficiencies and asked if there was cause for alarm.

A representative of Maze & Associates clarified the audit process and explained that there were no significant deficiencies.

MOTION by Board Member Arnerich to approve Consent Item b, to receive Fiscal Year 2022-2023 Financial Statements and Independent Auditors' Report, as submitted. SECOND by Board Member Francois.

MOTION PASSED unanimously by a voice vote.

4. WELCOME NEW BOARD MEMBER JOHN MCCORMICK, LAFAYETTE

Chair Miller introduced the new member of the Board, John McCormick, who represented the City of Lafayette.

Board Member Dawson noted that Board Member McCormick came from a business background and was active in the Chamber of Commerce who could offer light on the commercial side of things.

Executive Director David Krueger also welcomed Board Member McCormick to the Board.

5. NEW APPOINTMENTS FOR STANDING LEGISLATIVE COMMITTEE: BOARD MEMBERS RENATA SOS AND JOHN MCCORMICK

Executive Director Krueger advised that Board Member Sos would replace Board Member Hillis, and Board Member McCormick would replace Board Member Gerringer on the Legislative Committee.

MOTION by Board Member Arnerich to appoint Renata Sos and John McCormick to the Standing Legislative Committee. SECOND by Board Member Carlson.

MOTION PASSED unanimously by a voice vote.

6. PRESENTATIONS

- a. Fiscal Year 2023-2024 Mid-Year Budget Report
David Krueger, Executive Director, RecycleSmart
Grace Comas, Senior Accountant, RecycleSmart

Executive Director Krueger presented the Mid-Year Budget Report for 2023-2024 and identified a beginning fund balance of \$2.3 million, with \$1,065,085 available to allocate to the member agencies if that was what the Board chose to do. He identified the mid-year trends of each line item and stated that expenditures were at 44 percent of the total budget half way through the year. At the end, he expected a fund balance between \$2.3 and \$2.5 million.

Mr. Krueger took the opportunity to thank Grace Comas for all her work on the report.

No written comments were submitted, or oral comments made, by any member of the public.

- b. Republic's Collection Service Quality Metrics
David Krueger, Executive Director, RecycleSmart

Executive Director Krueger noted that the Franchise with Republic Services had been amended a year ago and had been extended for two years. As part of the extension, changes had been made to provide incentives for Republic to improve service quality through a special rate adjustment of \$1.9 million in Rate Year 10 (RY 10). To qualify for that special rate adjustment, there could be no more than 1,750 calls a month to Republic for missed pick-ups from January 1 through July 31, and no more than 1,500 calls per month to Republic for missed pick-ups from January 1 through December 31. Given that service problems had continued for most of the year, he explained that Republic had voluntarily agreed to forgo the \$1.9 million even if the metric was met.

Mr. Krueger reported the average January to July was 1,489 calls a month and the average for the whole year was 1,599, so Republic would not technically have met the metric. He referred to problems with the metric and noted that given the issues with service Republic had automatically sent out phone calls to advise customers that the pick-ups could be delayed one day, which he suggested would result in reduced phone calls from customers to Republic. As such, another metric had been considered with respect to open routes. He explained that the open route reports were used to estimate missed pick-ups, and calculated for the whole year would roughly track with calls. The worst months were identified as September and October, while November showed improvement and in January there was an even greater improvement in the level of service.

Mr. Krueger explained there had been several problems related to missed pick-ups but the main problem appeared to have been maintenance. Republic had enough drivers and enough trucks but not enough working trucks. He stated that Republic had been able to turn that around by employing a national expert from their corporate office, V.P. of Operations Drew Isenhour, to fix the problems. Republic had gotten through the backlog in maintenance by bringing in mechanics from other areas and using private shops and leased vehicles to get caught up.

Mr. Krueger stated that there were future special rate adjustments in RY 11 and RY 12 if Republic met the metrics. He would meet and confer with Republic to set a new metric and he would identify that metric to the Board when determined.

Board Member Arnerich suggested that the information provided to the Board was incomplete in that a line chart with time horizontal and missed pick-ups vertical should also include truck availability and personnel on call, which would tell the entire story to show the relationship to each other.

Board Member Andersen verified that staff had discussed the methodology of missed pick-ups with Republic and asked if there was any consensus that the methodology was reflective of what was actually happening, and Mr. Krueger stated that Republic's preference was still to use the calls for missed pick-ups.

Board Member Dawson noted the calls were still in the ballpark of the average call for complaints and she asked why people were still calling, and Mr. Krueger stated that the phone calls did a better job of capturing the customers that Republic did not know they missed while the open route reports captured those that Republic knew they had missed.

Chair Miller suggested there was something off in the data and a lack of meaningful correlation between the calls.

Board Member McCormick verified with staff that there were approximately 191,000 pick-ups per month in the service area, and Mr. Krueger agreed that while the percentage of missed pick-ups was not high, service was not good in 2023, and was even worse in specific areas, such as in Lamorinda.

Board Member Morgan commented that there had been a lot of reasons offered for the missed pick-ups pre-COVID and post-COVID, parts and mechanics, and she wanted a clarification of what was actually occurring. She noted that certain areas were continuously being missed and she sought a more detailed list of how service was going in those areas with a breakdown, by member agency, to show all the missed pick-ups.

Mr. Krueger acknowledged that one of the challenges in Lamorinda was for the special pickup areas and the need for smaller trucks in some areas. Republic has fewer back-ups for the smaller trucks.

Board Member Francois stated the audit should provide more information, especially what was occurring month to month, some sort of correlation between the calls and the missed pick-up totals given that something appeared to be off.

The Board agreed with the need to track problems to better advise ratepayers.

Anthony Mann, Vice President of Republic Services, reported that a new General Manager had been hired for Pacheco and would start in a couple of weeks. He identified the missed pick-up issues as workforce availability and fleet availability in that Republic had averaged 47 to 48 trucks a day being down when serving 150 routes, and that number was now 13. He explained that V.P.

Isenhour had been brought in to fix the problem. There were now 30 incremental trucks available. He recognized that Republic had not been healthy the first half of the year but that had changed. There was now an available workforce and technicians and drivers had been added, and Republic was using a workforce planning tool to plan for summer. In addition, more parts had been ordered and had been ordered in advance. Changes had also been made to the maintenance leadership and the process was now durable. Mr. Mann added that the metrics would show improvement because they were dramatically better now because of Republic's teamwork and working together with Teamsters Union 315 to make those improvements and to be in a better space.

Board Member Morgan was pleased with what she saw and she thanked Mr. Mann for helping to solve the problems. She asked about the age and health of the fleet.

Mr. Mann advised that Republic had 192 pieces of collection vehicles, and while the fleet was aging, Republic had spent a lot of money for outside repair, truck leasing, and third-party assistance. He suggested the vehicles now had more life to them and hopefully they could hold long enough to let some of the older trucks go.

No written comments were submitted, or oral comments made, by any member of the public.

7. INFORMATION ITEMS

Reports provided for information only and no Board action required.

a. Executive Director's Monthly Report

Executive Director Krueger highlighted the procurement process for the contracts that would expire in 2027 and reported that staff was currently in sole source negotiations with Republic about the use of the Keller Canyon Landfill. Concurrently, staff were also talking to both Republic and Mt. Diablo Resource Recovery (MDRR) about transfer station services. He advised that the next meeting of the Board would consider the approval of contracts for disposal and transfer along with a competitive Request for Proposal (RFP) for other services such as composting and sorting of recyclables, and bids on mixed waste processing. The RFP for those services would be released and if there was not a deal on transfer and disposal, they would be added to the competitive RFP. He added that the collection RFP would go out on October 24, 2024.

Mr. Krueger also noted that there had been a CalRecycle site visit on January 30, 2024, and he identified the sites that had been visited at that time to show what RecycleSmart had been doing in compliance with SB 1383.

b. Future Agenda Items

c. Articles of Interest

No written comments were submitted, or oral comments made, by any member of the public.

8. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

There were no Board communications or announcements.

9. ADJOURNMENT

The Board adjourned at approximately 4:00 P.M. to the regular meeting scheduled for Thursday, March 28, 2024 at 3:00 P.M. in the Walnut Creek Offices at Walnut Creek City Hall.

Respectfully submitted by:

Janna McKay, Executive Assistant/
Secretary to the Board of the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

RESOLUTION NO. 2024-02

**RESOLUTION OF
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
(RECYCLES MART) RECOGNIZING INGA MILLER
FOR HER LEADERSHIP AS CHAIR OF
THE CCCSWA BOARD OF DIRECTORS**

WHEREAS, Inga Miller served as Chair of the Board of Directors of the Central Contra Costa Solid Waste Authority (CCCSWA) from March 23, 2023 through March 28, 2024; and

WHEREAS, Inga Miller exercised proactive leadership during the ninth year of the Republic Services Franchise Agreement for collection, transfer, transport, processing, diversion and disposal services; and the Mt. Diablo Recycling Franchise Agreement for recyclable materials transfer, transport, processing, and diversion services, led the Board through the beginning of the procurement process for those services after 2027, and oversaw an improvement in on-time collections, and;

WHEREAS, during Inga Miller's tenure as Board Chair, the CCCSWA successfully continued working toward compliance with SB 1383 regulations, including compliance and reporting of SB 1383 requirements, receiving a Local Assistance Grant from CalRecycle, implementing the edible food recovery program including technical assistance to covered generators and inspections, implementing the route contamination monitoring program, issuing organics service waivers for commercial and multifamily accounts where applicable, educating the public and our member agencies about SB 1383 requirements; continued customer awareness of the CCCSWA through successful outreach and education about waste reduction and recycling services and programs; increased the agency's knowledge of potential areas for improvement; and maintained or enhanced many other innovative waste diversion programs, including the Schools Waste Reduction and Recycling Program, Construction and Demolition Debris Recycling, Home Composting, Reuse and Cleanup Days, participation at community events, and proper disposal of household hazardous waste materials including batteries, medical sharps and e-waste through curbside or drop-off programs in partnership with the Franchise service providers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Solid Waste Authority appreciates and wishes to commend and thank Inga Miller for her leadership, service, and accomplishments during her term as Chair of the CCCSWA Board of Directors, and for a job exceedingly well done.

PASSED AND ADOPTED by the Central Contra Costa Solid Waste Authority Board of Directors on _____, by the following vote:

AYES: Members: _____

NOES: Members: _____

ABSENT: Members: _____

Gina Dawson, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

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

Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: FRANCHISE VENDOR SELECTION AD HOC COMMITTEE
DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 28, 2024

**SUBJECT: CONCLUDE SOLE SOURCE AND CONCURRENT NEGOTIATIONS
FOR TRANSFER AND DISPOSAL SERVICES WITHOUT AWARDING A
SERVICE AGREEMENT**

SUMMARY

The Franchise Vendor Selection Ad Hoc Committee believes that the Board should take the recommended action for the following reasons:

First, the sole source negotiations with Republic Services (Republic) for landfill disposal services, and the concurrent negotiations with Republic and Mt. Diablo Resource Recovery for transfer station services did not result in agreement.

Second, concluding the sole source and concurrent negotiations without awarding a service agreement, and instead including these services in the RFP for post-collection services will promote competition among prospective providers to the benefit of rate payers and member agencies.

Finally, concluding the sole source and concurrent negotiations without awarding a service agreement, and instead including these services in the RFP for post-collection services is consistent with the process and timeline that was adopted by the Board on September 28, 2023. At that time, the Board anticipated that the sole source negotiations with Republic Services and MDRR might not yield agreement. Though they did not produce an agreement, the negotiations provided the Authority with helpful information as we move forward with the franchise procurement process that the Committee believes will serve the public health, safety, and well-being of the constituents.

RECOMMENDED ACTION

1. The Franchise Vendor Selection Ad Hoc Committee recommends that the Board direct staff to conclude the sole source and concurrent negotiations for transfer and disposal services without awarding a service agreement.

BACKGROUND

The current franchise agreements with Republic Services (Republic) for collection, transfer, transport, processing, diversion, and disposal services, and, separately, with Mt. Diablo Resource Recovery (MDRR) for recyclable materials transfer, transport, processing, and diversion services (including reusable item and household battery collection and processing) will expire on February 28, 2027.

On March 23, 2023 the CCCSWA Board of Directors (Board) created the Franchise Design Ad Hoc Committee (a sub-committee of the Board) to oversee the design of the requested programs and the drafting of Request for Proposals (RFP) documents and franchise agreements. On January 25, 2024 the Board created the Franchise Vendor Selection Ad Hoc Committee to oversee the selection of the vendor(s) for the new franchise agreements, including proposal evaluation, contract negotiations, and recommendations to the full Board to award franchise agreements. These two Ad Hoc Committees are working concurrently during this multi-step procurement process, with different areas of responsibility.

On May 25, 2023, the CCCSWA Board approved the recommendation from the Franchise Design Ad Hoc Committee to “direct staff to conduct a two-step procurement process for the new franchise agreement(s) that will go into effect on March 1, 2027: Step One, a procurement process for post-collection services; and Step Two, a separate competitive Request for Proposals (RFP) process for collection services.” The May 25 staff report stated that “there may be some post-collection services (transfer, disposal, food-to-energy) that might be more appropriate for a sole source process instead of an RFP.”

On September 28, 2023 the CCCSWA Board approved a recommendation from the Franchise Design Ad Hoc Committee to procure post-collection services in this manner:

Sole Source with Republic Services	Concurrent Negotiations with Republic Services & Mt. Diablo Resource Recovery	Sole Source With Mt. Diablo Resource Recovery	Request for Proposals
Landfill	Transfer Station	Reuse Days Cleanup Days	Recyclables Processing Organics Composting Mixed waste Processing

The approved recommendation also stated that “Negotiations for all post-collection services except Reuse & Cleanup Days must be concluded, and agreements signed by Republic and MDRR, by the **March 28, 2024** Board meeting or those services will be included in the post-collection RFP.”

DISCUSSION

On December 1, 2023, Authority staff provided Republic with a request for proposals for transfer station services and landfill disposal services, and provided MDRR with a request for a proposal for transfer station services. Both companies submitted proposals and participated in independent negotiations with Authority staff and consultants.

On February 12, February 27, and March 14, the Franchise Vendor Selection Ad Hoc Committee convened to review the proposals, receive staff and consultants' analysis, and give staff guidance in the negotiations with the companies and next steps. After careful consideration and consistent with the Authority's reservation of rights in the procurement documents, the Franchise Vendor Selection Committee is recommending that the Board conclude the sole source and concurrent negotiations for transfer and disposal services without awarding a service agreement.

If the Board approves the recommendation for this item, the transfer and disposal services will be included in the post-collection RFP. The Committee and staff would welcome proposals from Republic and MDRR in response to the post-collection RFP.



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: FRANCHISE DESIGN AD HOC COMMITTEE
DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 28, 2024

**SUBJECT: ISSUE RFP FOR POST-COLLECTION SERVICES AND
BEGIN SOLE SOURCE NEGOTIATIONS FOR REUSE AND CLEANUP
DAY SERVICES**

SUMMARY

The Franchise Design Ad Hoc Committee believes that the Board should take the recommended action for the following reasons:

First, the RFP is consistent with the process and timeline that was adopted by the Board in May of 2023. It is structured to solicit robust competition and identify the most qualified companies and advantageous terms for the Authority's rate payers and member agencies.

Second, given the success of the MDRR Reuse Day Services under the current franchise agreement, it makes sense to enter into sole source negotiations with MDRR for a similar program under a new agreement.

RECOMMENDED ACTION

The Franchise Design Ad Hoc Committee recommends that the Board direct staff to:

1. Release the post-collection RFP (Attachment C) and draft agreement (Attachment C-1).
2. Begin sole source negotiations with Mt. Diablo Resource Recover (MDRR) for Reuse and Cleanup Day Services.

BACKGROUND

The current franchise agreements with Republic Services (Republic) for collection, transfer, transport, processing, diversion, and disposal services, and, separately, with Mt. Diablo Resource Recovery (MDRR) for recyclable materials transfer, transport, processing, and diversion services (including reusable item and household battery collection and processing) will expire on February 28, 2027.

On March 23, 2023, the CCCSWA Board of Directors (Board) created the Franchise Design Ad Hoc Committee (a sub-committee of the Board) to oversee the design of the requested programs and the drafting of Request for Proposals (RFP) documents and franchise agreements. On January 25, 2024, the Board created the Franchise Vendor Selection Ad Hoc Committee to oversee the selection of the vendor(s) for the new franchise agreements, including proposal evaluation, contract negotiations, and recommendations to the full Board to award franchise agreements. These two Ad Hoc Committees are working concurrently during this multi-step procurement process, with different areas of responsibility.

On May 25, 2023, the Board approved a recommendation from the Franchise Design Ad Hoc Committee to “direct staff to conduct a two-step procurement process for the new franchise agreement(s) that will go into effect on March 1, 2027: Step One, a procurement process for post-collection services; and Step Two, a separate competitive Request for Proposals (RFP) process for collection services.” The May 25 staff report stated that “there may be some post-collection services (transfer, disposal, food-to-energy) that might be more appropriate for a sole source process instead of an RFP.”

On September 28, 2023, the Board approved a recommendation from the Franchise Design Ad Hoc Committee to procure post-collection services in this manner:

Post-Collection Services

Sole Source with Republic Services	Concurrent Negotiations with Republic Services & Mt. Diablo Resource Recovery	Sole Source With Mt. Diablo Resource Recovery	Request for Proposals
Landfill	Transfer Station	Reuse Days Cleanup Days	Recyclables Processing Organics Composting Mixed waste Processing

Since December 1, 2023, staff and consultants have been participating in sole source negotiations with Republic for landfill (disposal) services, and in concurrent negotiations with Republic and MDRR for transfer station services. The September 28 Board recommendation stated that “Negotiations for all post-collection services except Reuse & Cleanup Days must be concluded, and agreements signed by Republic and MDRR, by the **March 28, 2024** Board meeting or those services will be included in the post-collection RFP.” Therefore, if the recommendation from the Franchise Vendor Selection Ad Hoc Committee to conclude the sole source and concurrent negotiations for transfer and disposal services without awarding a service agreement (Agenda item No. 4c) is approved by the Board, then transfer and disposal services will be included in the post-collection RFP in the manner described in this report.

The schedule for the entire franchise procurement process is included as Attachment A. The schedule currently calls for the Board to award the post-collection agreement(s) and authorize the release of the collection services RFP at the October 24, 2024 Board Meeting. We are on track to meet that timing, provided that the Board takes action at the March meeting.

Franchise Procurement Process Integrity Policy

On June 22, 2023, the Board adopted the Franchise Procurement Process Integrity Policy (Attachment B). All communications regarding the planned franchise procurements may only be made through the authorized channels described in the policy. Any potential proposers are asked to email any questions or comments about the post-collection RFP process to RFP2024@recyclesmart.org. Potential proposers are free to address the Board at public Board meetings. In addition, on September 28, 2023, the Board directed staff to inform all potential proposers that the Board will not consider any new or revised proposals, pricing, services, or business terms from any proposer once its competitors' pricing and proposals have been made public.

DISCUSSION

Post-Collection RFP

Under the direction of the Franchise Design Ad Hoc Committee, staff and consultants have prepared an RFP for post-collection services (Attachment C) and a draft agreement for those services (Attachment C-1). The draft agreement will be provided to potential proposers. The RFP and the draft agreement were informed by business terms adopted by the Board on September 28, 2023, and by discussions at the December 14, 2023 Board retreat.

The post-collection RFP requests 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 for transfer station services may propose to transfer one or more of the materials listed. Proposers are required to provide stand-alone pricing for each of the services they propose to provide. As a reminder, the Authority is not soliciting proposals for collection services through this RFP.

Proposers must agree to the following non-negotiable business terms that were approved by the Board on September 28, 2023:

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, regardless of which company(ies) the Authority selects to collect and/or transfer those materials during the term of their post-collection agreement(s).
3. 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.
4. Costs for transfer, transport, processing, and disposal must be disaggregated.

Transfer Station Services

The transfer station services requested in the RFP are to accept materials from the Authority's designated collector and transport them to the Authority's designated disposal and processing facilities. In addition, for those proposers for landfill, recyclable materials processing, commingled organics composting, and mixed waste processing whose proposed facilities are more than 25 miles from the Authority's service area boundary, the RFP will encourage them to offer their own alternative transfer solution as part of their proposal. Transfer solutions proposed by a landfill or processor for just their own facility would not be subject to business term #3, above. Staff will compare proposals received for stand-alone transfer station services with any transfer solutions proposed by landfills or processors and determine which ones are the most advantageous to the Authority. Staff will consider having the Authority's designated collection contractor direct-haul materials in collection vehicles to facilities that are 25 miles or less from the Authority's service area boundary. Transportation costs will be a factor in proposal evaluation.

Pre-processing and Transfer Services for Commercial Food Scraps

This involves de-bagging the collected commercial food scraps, removing contaminants, processing the food scraps into a pumpable slurry, and transporting the slurry to EBMUD for anaerobic digestion. As EBMUD will not be offering an alternative transfer solution, staff anticipates that this service would be provided by the Authority's stand-alone transfer station services contractor.

Landfill Disposal Services

These services are comprised of disposal of the Authority's solid waste at a fully permitted landfill, in accordance with all local, state, and federal laws and regulations.

Recyclable Materials Processing Services

These services include processing, separating, and marketing the Authority's single-stream recyclables. The RFP states that the Authority may change the list of materials it allows residents and businesses to place in their blue recycling containers based upon the recyclable materials processing proposals it receives.

Proposers for recyclable materials processing will be required to, at a minimum, recover the materials listed as recyclable by CalRecycle in accordance with SB 54, plus tins/steel cans (base bid). Proposers are asked to identify any other materials they would recover at no additional cost (included in the base bid) and may propose to recover additional materials for an additional cost (bid alternate). The RFP and draft agreement specify that the recyclable materials processor will remit 75% of the revenue from the sale of the Authority's recyclable materials to the Authority and retain 25% of such revenue. The RFP indicates that the Authority has a preference for, but does not require, domestic recyclables markets. The selected recyclables processor would be required to provide disposal for their processing residue.

Commingled Organics Materials Composting

This includes composting the Authority's commingled organic materials, which include yard trimmings, food scraps, uncoated food-soiled paper, and clean wood. Proposers must accept materials contained in BPI-certified compostable plastic bags. Proposers will need to provide detailed information regarding the products that they would produce and sell from composting the Authority's organics. Proposers must guarantee that the Authority's member agencies will meet their SB 1383 organic waste products procurement obligations. In addition, proposers must agree to provide up to 1,000 cubic yards per year of compost to the Authority at no additional charge for compost give-away events and use by member agencies. The selected composter would be required to provide disposal of their composting residue.

Mixed Waste Processing Services

This encompasses the sorting and processing of the Authority's solid waste (garbage) to recover recyclable and compostable materials. This is a new prospective service for the Authority; the Board will evaluate its desirability based on RFP responses. The Authority may wish to process the solid waste from all sectors, or from just the multi-family and commercial sectors. If implemented, the Authority would continue to require its businesses and residents to source separate their recyclables and organics into their blue and green containers, but would send the contents of the black/gray landfill containers to the mixed waste processing facility. The mixed waste processor would be required to provide composting/anaerobic digestion of the organics recovered from the mixed waste and to provide disposal of their processing residue. The processor would market the recovered recyclables and would not be required to share the revenue with the Authority.

Agreement Term (Duration)

For landfill disposal and transfer station services, the RFP requests an initial term of 15 years, with automatic ("evergreen") contract renewal until either party provides a 5-year notice. The RFP includes the option to propose alternative pricing for initial disposal/transfer station terms of 10 years or 20 years. For all other services, the RFP requests a term of 10 years, with the option to include alternative pricing for a 5-year term or a 15-year term.

RFP 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.

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.

Evaluation Criteria

Under the procurement process established by the Board, RFP responses will be evaluated by the Franchise Vendor Selection Ad Hoc Committee which, in turn, will make recommendations to the Board. The following are the criteria for evaluating the RFP responses:

- **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 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 benefits with anticipated strong contractor adherence to contract terms and commitments.

Sole Source Negotiations for Reuse and Cleanup Day Services

MDRR provides the current Reuse Day service. Staff will begin sole source negotiations with MDRR to continue to provide that service. In addition, staff will seek pricing and technical proposals on potential changes to the program:

- Expansion to multi-family dwellings
- Adding a reuse component to the once-per-year on-call landfill collection
- Adding all electronics and large, bulky items (mattresses, furniture, appliances, tires) to the program
- Combining Reuse Days with Cleanup Days
 - Collected by the same hauler
 - Collected on the same day

On September 28, 2023, the Board provided the following direction to staff: “Negotiations for Reuse & Cleanup Days must be concluded, and the agreement signed by MDRR, by the October 24, 2024 Board meeting, or those services will be included in the collection RFP.”

ATTACHMENTS

- A. Procurement Timeline
- B. Franchise Process Integrity Policy
- C. Post-Collection Request for Proposal
 - C-1. Post-Collection Agreement (Available on RecycleSmart website)
 - a. Transfer
 - b. Disposal
 - c. Recyclable Materials Processing
 - d. Commingled Organic Materials Composting
 - e. Mixed Waste Processing

 - C-2. Cost Proposal Forms (Available on RecycleSmart website)
 - a. Disposal
 - b. Mixed Waste Processing
 - c. Commingled Organic Materials Composting
 - d. Recyclable Materials Processing
 - e. Transfer

PROCUREMENT TIMELINE

This timeline is an estimate and is subject to change at the Authority’s discretion

CCCSWA Procurement Timeline (as of 3/28/24)																														
Activity	Months	2024												2025																
		S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Sole Source Disposal & Concurrent Transfer Negotiations	7																													
<i>Draft Solicitation & Agreement Docs</i>	3																													
<i>Companies Prepare Response to Solicitation</i>	2																													
<i>Negotiate Disposal/Transfer Agreements</i>	2																													
<i>Execute Agreements or Terminate Negotiations</i>	0							28-Mar																						
Post-Collection RFP for Recycling & Organics Processing	12																													
<i>Develop Post-Collection RFP & Draft Agreement(s)</i>	5							28-Mar																						
<i>Post-Collection Vendors Prepare Proposals</i>	2																													
<i>Post-Collection Proposal Evaluation & Negotiation</i>	4																													
<i>Execute Post-Collection Agreements</i>	1																													
Sole Source Reuse & Cleanup Days Negotiations	11																													
<i>Draft Solicitation & Agreement Docs</i>	4																													
<i>Company Prepares Response to Solicitation</i>	2																													
<i>Negotiate Sole Source Reuse & Cleanup Days Agreement</i>	4																													
<i>Execute Agreement or Terminate Sole Source Negotiations</i>	1																													
Collection RFP	17																													
<i>Develop Collection RFP & Draft Agreement</i>	7																													
<i>Collection Vendors Prepare Proposals</i>	3																													
<i>Collection Proposal Evaluation & Negotiation</i>	6																													
<i>Execute Collection Agreement</i>	1																													
Selected Collection Contractor Obtains Vehicles	18																													

→ Feb. 2027

CCCSWA FRANCHISE PROCUREMENT PROCESS INTEGRITY POLICY

CCCSWA is currently in the process of drafting a new franchise agreement(s) for the collection and processing of solid waste, recyclables, and organics, and procuring vendor(s) to provide the franchised services. The intent of this CCCSWA Process Integrity Policy (“Policy”) is to provide a fair opportunity for all Respondents to compete to provide franchised services, create an impartial climate during the procurement proceeding, streamline the procurement process, and achieve favorable terms of service for the public.

The CCCSWA Board, CCCSWA staff, and CCCSWA consultants involved in the franchise procurement intend to employ careful, uniform, and equitable application of this Policy and the franchise procurement process and procedures (including RFP deadlines and requirements) developed by CCCSWA to advance the agency’s purposes and the public interest.

A sample schedule and application of this Policy is attached as a reference tool; the actual timeframe, sequence, and steps are subject to change.

All references herein to “Respondents” includes respondents and prospective respondents to a Request for Proposals (RFP) or a request for sole source negotiations related to franchise agreement(s), and all employees, agents, consultants, lobbyists, and other entities or individuals acting on their behalf.

I. Campaign Contributions

Under state law Government Code section 84308, CCCSWA Board Members cannot accept from Respondents, and Respondents cannot provide, campaign contributions **greater than \$250** in the aggregate while the franchise procurement proceeding is pending and for 12 months after the Board makes the final decision in the franchise proceeding.

The CCCSWA franchise procurement proceeding is pending from the date this Policy is adopted until the date the Board awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding). Note that CCCSWA may award franchise agreements sequentially over the course of the proceeding; the proceeding is expected to be complete when the Board awards the final franchise agreement. Because the franchise procurement proceeding may be pending for two or more years, more than one election cycle may be affected. If a candidate accepts the \$250 contribution limit from a Respondent in one election cycle, they may not be able to accept a contribution of any amount from the Respondent in the next election cycle.

State law provides certain opportunities for Board Members to cure; if the Board Member returns at least the portion of the campaign contribution that exceeds \$250 within 30 days from the time the Board Member knows, or should have known, about the contribution and the franchise procurement proceeding, the Board Member would be permitted to participate in the franchise procurement proceeding.

The state law limit on campaign contributions applies to any person that is not a current CCCSWA Board Member but is running for City/Town Council or Board of Supervisors and that is appointed to the CCCSWA Board after their election. Candidates that are newly appointed to the CCCSWA Board may need to promptly return campaign contributions greater than \$250 that were received from a Respondent within the last 12 months in order to participate in a CCCSWA franchise decision.

In summary, to assist Board Members and Respondents in complying with Government Code section 84308:

Respondents: (a) shall not make campaign contributions greater than \$250 in the aggregate to any CCCSWA Board Member from the date of the adoption of this Policy until 12 months after the date the Board awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding); and (b) shall disclose on the record of the franchise procurement proceeding any contribution greater than \$250 made to a CCCSWA Board Member within the 12 months before a Board decision in the franchise procurement proceeding.

CCCSWA Board Members: (a) should not accept campaign contributions greater than \$250 in the aggregate from any Respondent from the date of the adoption of this Policy until 12 months after the date the Board awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding); and (b) if a Board Member has received a campaign contribution greater than \$250 from a Respondent within 12 months prior to a decision on a franchise agreement, the Board Member must disclose receipt of the campaign contribution on the record, and will be disqualified from participating in the franchise proceeding, unless the Board Member returns the portion of the campaign contribution that exceeds \$250 within 30 days from the time the Board Member knows, or should have known, about the contribution and the franchise procurement proceeding.

Candidates for City/Town Council and Board of Supervisors: if appointed to the CCCSWA Board, should be prepared promptly to return campaign contributions greater than \$250 from a Respondent received within 12 months prior to the candidate's participation in a decision on a franchise agreement.

The full text of Government Code section 84308 as of June 22, 2023 is attached (note, however, that the law is subject to amendment and such amendments would apply). This Policy is intended to provide guidance to Board Members and Respondents on how the state law is expected to apply to CCCSWA's franchise procurement proceeding; to the extent of any inconsistency, state law governs over summaries or interpretations provided in this Policy.

II. Gifts.

Under state law Government Code sections 81000 et seq. (the “Political Reform Act”), and the CCCSWA Conflict of Interest Code, CCCSWA Board Members, CCCSWA staff and certain consultants that make or participate in making decisions for CCCSWA must report on their Form 700 “Gifts” (as defined in the Act) from a single reportable source of \$50 to \$590 (in the aggregate), and may not accept Gifts from a single reportable source totaling more than \$590 (in the aggregate) in a calendar year (2023-2024 dollar thresholds; subject to change under state law).

This Policy prohibits Gifts **of any value** from a Respondent to a CCCSWA Board Member, staff, or consultant involved in the franchise procurement from the date this Policy is adopted and for 12 months after the Board makes the final decision in the franchise proceeding (or the agency formally terminates the franchise procurement proceeding). Thus, this Policy is intended to be **more restrictive** than state law.

New appointees to the CCCSWA Board should be prepared promptly to return upon appointment to the CCCSWA Board any Gifts that were received from a Respondent after the date of adoption of this Policy.

CCCSWA intends to apply the Fair Political Practices Commission regulations, interpretations, and other guidance on matters such as defining what constitutes a Gift, exceptions to the definition of Gift, determining the source of a Gift, and determining whether a payment is a behested payment. The Fair Political Practices Commission’s Limitations and Restrictions on Gifts, Honoraria, Travel and Loans (December 2022) is attached to this Policy for reference.

In summary:

Respondents: shall not make Gifts of any value to CCCSWA Board Members, or CCCSWA staff or consultants involved in the franchise procurement, from the date of the adoption of this Policy until 12 months after the date the Board awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

CCCSWA Board Members: should not accept Gifts of any value from any Respondent from the date of the adoption of this Policy until 12 months after the date the Board awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

CCCSWA Staff and Consultants Involved in the Franchise Procurement: shall not accept Gifts of any value from any Respondent from the date of the adoption of this Policy until 12 months after the date the Board awards the final franchise

agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

Nothing in this Policy is intended to relieve CCCSWA Board members, staff, or consultants from complying with the provisions of the Political Reform Act, the agency's Conflict of Interest Code, or other applicable law.

III. Communications

Respondents, CCCSWA Board members, and CCCSWA staff and consultants involved in the franchise procurement are expected to adhere to the communications protocols described here.

This Policy applies to communications regarding the franchise procurement proceeding and the future provision of franchise solid waste, recycling, or organics services in CCCSWA's jurisdiction. This Policy does not apply to casual social communications, communications regarding the current franchise agreements, or communications unrelated to the new franchise procurement process or the provision of future franchise services. This Policy does not apply to oral communications made on the record at open and noticed public meetings, or written communications submitted to the full Board and that are part of the public record of CCCSWA. The Policy does not apply to communications at meetings organized by CCCSWA staff with Respondents.

A. Prior to Release of Procurement Documents

From the date of adoption of this Policy until the date CCCSWA first releases procurement documents for some or all future franchise services (e.g., Request For Proposals (RFP) or request for sole source negotiations), communication between Respondents and Board Members about the franchise procurement process or provision of any future services in CCCSWA's jurisdiction is permitted, subject to the disclosure requirements set forth herein.

Communications, oral or written, between Respondents and Board Members about the franchise procurement process or provision of any future franchise services in CCCSWA's jurisdiction, shall either (1) be disclosed orally by the Board Member to the Board of Directors at the next Board meeting, or (2) be disclosed in writing to the Board Secretary prior to the next Board meeting; the Secretary shall maintain such written disclosures as part of the public record of the CCCSWA and promptly provide copies of the written disclosure to the other Board Members. The disclosure shall apprise the Board and the public of the content of the communication.

B. After Release of Procurement Documents

After the date CCCSWA first releases procurement documents for some or all future franchise services, communications about the franchise procurement process or provision

of any future services in CCCSWA’s jurisdiction shall be made only through a person or persons designated by the Executive Director as the point of contact for the agency.

The procurement documents will provide instructions for Respondents to make requests for clarification, object to the structure or content of the RFP, ask questions about the procurement, and make other inquiries, and the process CCCSWA will follow to respond to such communications.

Note that CCCSWA may release procurement documents for franchise services sequentially over the course of the proceeding; this section III.B applies when the first procurement documents in the proceeding are released. This communication protocol will expire when the Board awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

C. Civility

To preserve civility in the franchise procurement proceeding, CCCSWA requests that Respondents focus their communications on the positive aspects of their company, proposal, and offered services, and refrain from engaging in disparaging communications about other Respondents. In extreme cases, (e.g., slander, libel) publicly engaging in such disparaging communications may result in the CCCSWA disqualifying a Respondent from award of a franchise.

IV. Further Restrictions for CCCSWA Consultants

CCCSWA consultants involved in the franchise procurement shall not do any work for any Respondent in connection with this CCCSWA franchise procurement process from the date of the adoption of this Policy (or the date they are retained, whichever is later) until the consultant is no longer involved in the CCCSWA franchise procurement.

V. Application

Respondents: By participating in the procurement, Respondents agree to adhere to this Policy, and are responsible for ensuring compliance with this Policy on behalf of their employees, agents, consultants, lobbyists, or other entities or individuals acting on their behalf. A Respondent’s failure to adhere to any section of this Policy may result in the CCCSWA disqualifying the Respondent from award of a franchise.

CCCSWA Board Members: A CCCSWA Board Member’s failure to adhere to any section of this Policy may result in the Board Member being disqualified from participating in any franchise decisions.

Staff and Consultants: Staff and consultants who do not adhere to the Policy may be disqualified from working on the franchise procurement, and CCCSWA staff who do not adhere to the Policy may be subject to discipline.

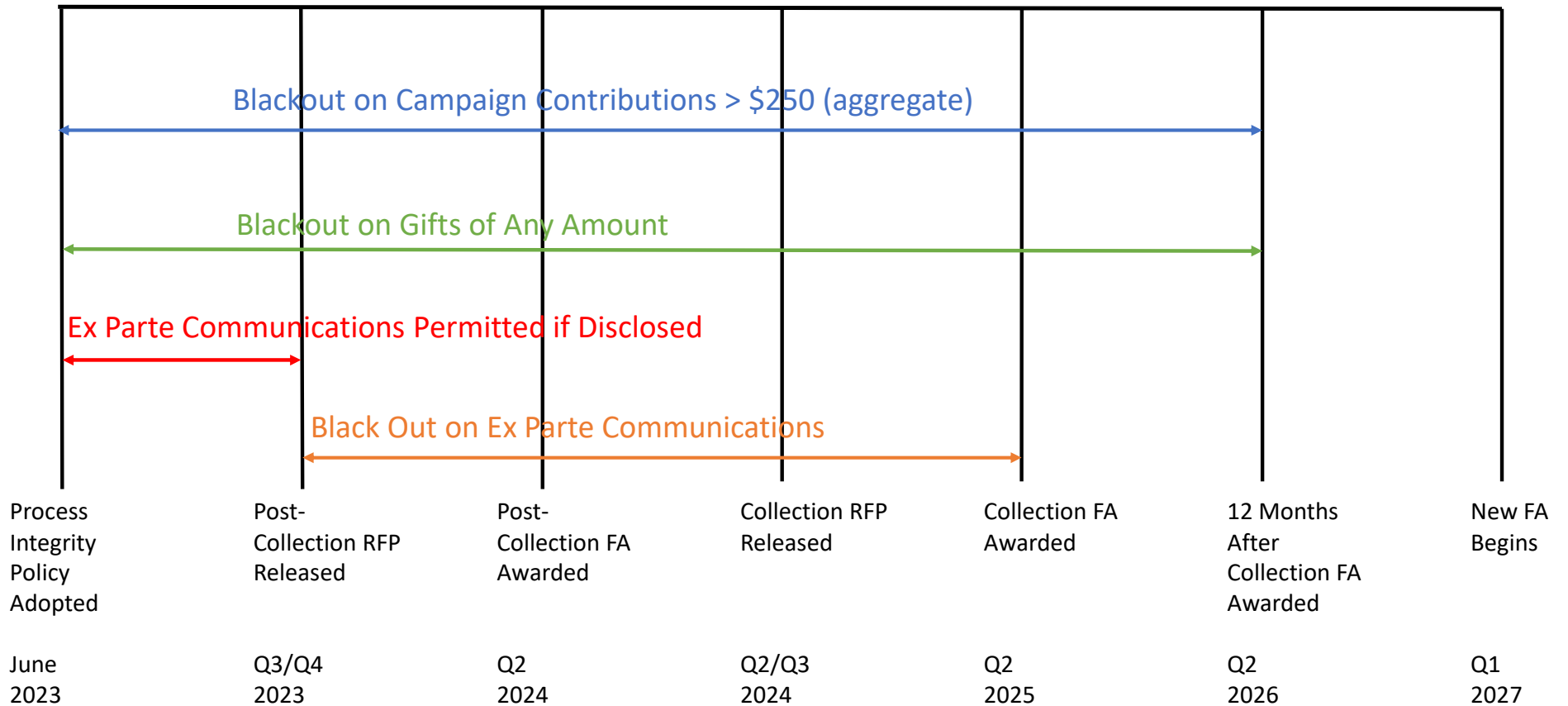
All federal, state, and local laws (and any updates to those laws) continue to apply. To the extent that a member agency of the CCCSWA has adopted campaign contribution laws that are more restrictive than state law or this Policy, this Policy is not intended to supersede those more restrictive laws. CCCSWA is aware that the City of Walnut Creek has adopted a campaign contribution ordinance that is more restrictive than state law.

Attachments:

- Sample Schedule
- Government Code section 84308
- FPPC Limitations and Restrictions on Gifts, Honoraria, Travel and Loans (December 2022)

Sample Schedule and Application of Process Integrity Policy

* Actual Timeframes, Sequence, and Steps Subject to Change *



State of California

Government Code

84308.

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2) (A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an

agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.



Limitations and Restrictions on Gifts, Honoraria, Travel and Loans

A Fact Sheet For

- ♦ Local Elected Officers and Candidates for Local Elective Offices
- ♦ Local Officials Specified in Government Code Section 87200
- ♦ Judicial Candidates
- ♦ Designated Employees of Local Government Agencies

California Fair Political Practices Commission

Toll-free advice line: 1 (866) ASK-FPPC

Email advice: advice@fppc.ca.gov

Web site: www.fppc.ca.gov

December 2022

Introduction

The Political Reform Act¹ (the “Act”) imposes limits on gifts, prohibits honoraria payments, and imposes limits and other restrictions on the receipt of travel payments received by:

- Local elected officers and other local officials specified in Government Code Section 87200,² excluding judges;³
- Designated employees of local government agencies (i.e., individuals required to file statements of economic interests under a local agency’s conflict of interest code); and
- Candidates⁴ for any of these offices or positions and judicial candidates. (Sections 89502 and 89503.)

The Act also imposes limits and other restrictions on personal loans received by certain local officials.

The gift limit increased to **\$590** for calendar years **2023** and **2024**. The gift limit in 2022 was **\$520**.

This fact sheet summarizes the major provisions of the Act concerning gifts, honoraria, travel, and loans. It contains highlights of the law, but does not carry the weight of law. For more information, contact the Fair Political Practices Commission at (866) 275-3772 or advice@fppc.ca.gov or visit our website at www.fppc.ca.gov. Commission advice letters are available on our website. Public officials may also be subject to local restrictions on gifts, honoraria, or travel.

Enforcement

Failure to comply with the laws related to gifts, honoraria, loans, and travel payments may, depending on the violation, result in criminal prosecution and substantial fines, or in administrative or civil monetary penalties for as much as \$5,000 per violation or three times the amount illegally obtained. (See Sections 83116, 89520, 89521, 91000, 91004 and 91005.5.)

¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

² Local officials specified in Government Code Section 87200 include: members of boards of supervisors and city councils, mayors, city/county planning commissioners, city/county chief administrative officers, city/county treasurers, district attorneys, county counsels, city managers, city attorneys, court commissioners and public officials who manage public investments.

³ The gift limits and honoraria ban in the Political Reform Act do not apply to a person in their capacity as judge. However, candidates for judicial offices are subject to the restrictions contained in the Political Reform Act. (Sections 89502 and 89503.)

⁴ For purposes of the gift limit and honoraria prohibition, an individual becomes a “candidate” when they file a statement of organization (Form 410) as a controlled committee for the purpose of seeking elective office, a candidate intention statement (Form 501), or a declaration of candidacy, whichever occurs first. If an individual is an unsuccessful candidate, they will no longer be subject to the gift limit and honoraria prohibition when they have terminated their campaign filing obligations, or after certification of election results, whichever is earlier. (Sections 89502(b) and 89503(b).)

Gifts

Limitations

Local elected officers, candidates for local elective office, local officials specified in Government Code Section 87200, and judicial candidates, may not accept gifts from any single source totaling more than \$590 in a calendar year. (Section 89503.)⁵

Employees of a local government agency who are designated in the agency's conflict of interest code may not accept gifts from any single source totaling more than \$590 in a calendar year if the employee is required to report receiving income or gifts from that source on their statement of economic interests (Form 700). (Section 89503(c).)

What is a "Gift"?

A "gift" is any payment or other benefit that confers a *personal* benefit for which a public official does not provide payment or services of equal or greater value. A gift includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public. (Section 82028.) (See Regulation 18946 for valuation guidelines.)

Except as discussed below, a public official has "received" or "accepted" a gift when they have actual possession of the gift or when they take any action exercising direction or control over the gift, including discarding the gift or turning it over to another person. This includes gifts that are accepted by someone else on the official's behalf and gifts made to others at the direction of the official. (Regulation 18941.)

Gifts to Family Members

Under certain circumstances, a gift to an official's family member* is considered a gift to the official. (Regulation 18943.) When something of value is given to a family member it is presumed to be a gift to the official if: (1) there is no established relationship between the donor and the family member where it would generally be considered appropriate for the family member to receive the gift or; (2) the donor is someone who lobbies the official's agency, is involved in an action before the official's agency in which the official may foreseeably participate, or engage in business with the agency in which the official will foreseeably participate. (Wedding gifts are treated differently, see below.)

*For purposes of this rule, an official's "family member" includes the official's spouse; registered domestic partner; any minor child of the official who the official can claim as a dependent for federal tax purposes; and a child of the official who is aged 18 to 23 years old, attends school, resides with the official when not attending school, and provides less than one-half of their own support.

⁵ The gift limit is adjusted biennially to reflect changes in the Consumer Price Index. For 2023-2024, the gift limit is \$590. (Section 89503; Regulation 18940.2.) Gifts from a single source aggregating to \$50 or more must be disclosed, and gifts aggregating to \$590 or more during any 12-month period may subject an official to disqualification with respect to the source. (Section 87103(e).) Designated employees should obtain a copy of their conflict of interest code from their agency. Some conflict of interest codes require very limited disclosure of income and gifts. Gifts from sources that are not required to be disclosed on the Form 700 are not subject to the \$590 gift limit but still may subject the public official to disqualification.

Source of Gift

Under most circumstances, it is clear who the source of a gift is, but if the circumstances indicate that the gift is being provided by an intermediary, the public official must determine both the donor and the intermediary in reporting the gift. Regulation 18945 provides the rules for determining the source of the gift.

Gifts from Multiple Sources

In determining the cumulative value of any reportable gifts, separate gifts from an individual and an entity that the individual controls must be aggregated as one source to comply with the reporting and limit requirements. For example, separate gifts from the owner of a company and from the company itself would be treated as if from one source if the owner has more than a 50 percent interest in the company, unless the making of the gift was determined by someone else in the company. In that case, the gift from the company would be aggregated with any gifts made by that determining individual. (Regulation 18945.1.)

Group gifts, where a public official receives a single gift from multiple donors (such as a retirement gift from coworkers), need not be reported unless any person contributes \$50 or more to the total cost of the gift. In that case, the public official would only report a gift from each of those persons. (Regulation 18945.2.)

Valuing Gifts

The general rule for determining the value of a gift is to apply the fair market value at the time the gift is received. Fair market value can be determined by finding any local or internet advertisement for the item. Special exceptions to the fair market value rule are contained in Regulations 18946.1 through 18946.5 which covers admission to ticketed and invitation-only events, wedding gifts, attendance at nonprofit and political fundraisers, and air travel. (Regulation 18946.) For example, for ticketed events, the value is the face value of the ticket.

General Gift Exceptions

Form 700 Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
No	No	No	No

The following payments are exceptions to the definition of gift and are not considered gifts or income.

- 1. Return or Reimbursement of Gift.** Items that are returned (unused) to the donor, or for which the public official reimburse the donor, within 30 days of receipt. (Section 82028(b)(2); Regulation 18941.)
- 2. Donation of Gift to Nonprofit Group.** Items that are donated (unused) to a non-profit, tax-exempt (501(c)(3)) organization in which the official (or immediate family member) does not hold a position, or to a government agency, within 30 days of receipt without claiming a deduction for tax purposes. (Section 82028(b)(2); Regulation 18941.)
- 3. Gifts from Family.** Gifts from the public official's spouse (or former spouse), child, parent, grandparent, grandchild, brother, sister, current or former parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin or the spouse of any such person, unless they are acting as an agent or intermediary for another person who is the true source of the gift. (Section 82028(b)(3); Regulation 18942(a)(3).) This exception includes great grandparents, great uncles and aunts, great nieces and nephews, and first cousins once removed.
- 4. Informational Material.** Informational material provided to assist the public official in the performance of their official duties, including books, reports, pamphlets, calendars, periodicals, videotapes, or free admission or discounts to informational conferences or seminars.

“Informational material” may also include scale models, pictorial representations, maps, and other such items. However, if the item’s fair market value is more than \$590, the public official has the burden of demonstrating that the item is informational. In addition, on-site demonstrations, tours, or inspections, including air flights over an area that is the subject of the information and designed specifically for public officials, are considered informational material. However, this exception does not apply to meals or lodging. Furthermore, the exception generally does not apply to transportation to the site, except for any portion of the transportation that is not commercially available. (Section 82028(b)(1); Regulations 18942(a)(1) and 18942.1.)

5. **Inheritance.** A devise or inheritance. (Section 82028(b)(5); Regulation 18942(a)(5).)

6. **Campaign Contributions.** Campaign contributions to an official, including rebates or discounts received in connection with campaign activities (Section 82028(b)(4); Regulations 18942(a)(4), 18950(a) and 18950.3(a)) and permissible expenditures of campaign funds for campaign-related expenses, including payments for transportation, lodging or food (Regulations 18950(a) and 18950.3(b)), provided they comply and are properly reported in accordance with applicable campaign finance laws.

7. **Plaques.** Personalized plaques and trophies with an individual value of less than \$250. (Section 82028(b)(6); Regulation 18942(a)(6).)

8. **Ceremonial Role.** Free admission to a ticketed event (including any benefits included in the price of the ticket such as a free meal) for the official and one guest at an event where the official performs a ceremonial role, such as throwing out the first pitch at a Dodgers’ game, so long as the official’s agency complies with the posting provisions set forth in Regulation 18944.1(d). (Regulation 18942(a)(13); Regulation 18942.3; also see discussion of Form 802 below under “Gifts Exceptions Requiring Alternate Reporting.”)

9. **Event Where Official Makes a Speech.** Free admission, and food and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event. (Regulation 18942(a)(11).)

10. **Attending Wedding Reception.** Benefits received as a guest attending a wedding reception where the benefits are the same as those received by the other guests at the reception. (Regulation 18942(a)(15).)

11. **Bereavement Offerings.** Bereavement offerings, such as flowers at a funeral received in memory of a close family member. (Regulation 18942(a)(16).)

12. **Acts of Neighborliness.** Benefits received as an act of neighborliness such as the loan of an item, an occasional ride, or help with a repair where the act is consistent with polite behavior in a civilized society and would not normally be part of an economic transaction between like participants under similar circumstances. (Regulation 18942(a)(17).)

13. **Campaign or Nonprofit Fundraiser.** Two tickets for admission, for use by only the official and one guest, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket(s) must be received from the organization or committee holding the fundraiser. (Regulation 18946.4.)

14. **Unused Passes or Tickets.** Passes or tickets that provide admission or access to facilities, goods, services, or other benefits (either on a one-time or repeated basis) that the public official does not use and do not give to another person. (Regulation 18946.1.)

15. **Items Provided to Government Agency.** Subject to certain conditions, items provided to a government agency and used by public officials in the agency for agency business. This may include

passes or tickets to (see Regulation 18944.1) or payments for other types of items or activities (see Regulation 18944). An agency must disclose specified payments on a form provided by the FPPC and post the form on its website. (See discussion of Forms 801 and 802 below under “Gift Exceptions Requiring Alternate Reporting.”) Contact the FPPC for detailed information.

16. Emergency Leave Credits. Leave credits (e.g., sick leave or vacation credits) received under a bona fide catastrophic or emergency leave program established by the public official’s employer and available to all employees in the same job classification or position. Donations of cash are gifts and are subject to limits and disclosure. (Regulation 18942(a)(9).)

17. Disaster Relief. Food, shelter, or similar assistance received in connection with a disaster relief program. The benefits must be received from a governmental agency or charity and must be available to the general public. (Regulation 18942(a)(10).)

18. Agency Raffle. Items awarded in an agency raffle received by the agency from an employee who is not acting as an intermediary for another donor. This exception applies when an agency holds an employee raffle and the item awarded in the raffle has been obtained with agency funds, or is otherwise an asset of the agency and not donated to the agency by a non-agency source. This exception does not apply to passes or tickets of the type described in Regulation 18944.1. (Regulation 18944.2(a) and (b).)

19. Employee Gift Exchange. Items received by an employee during an employee gift exchange, so long as the items received are provided by another employee of the agency and the gifts are not substantially disproportionate in value. (Regulation 18944.2(c).)

Limited Gift Exceptions

Form 700 Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
No	No	No	No

1. Home Hospitality. Gifts of hospitality including food, drink or occasional lodging that an official receives in an individual’s home when the individual or a member of their family is present. (Regulation 18942(a)(7).) For this exception to apply, the official must have a relationship, connection or association with the individual providing the in-home hospitality that is unrelated to the official’s position and the hospitality must be provided as part of that relationship. Generally, this means functions like children’s birthday parties, soccer team parties, neighborhood barbeques, etc., where other guests attend who are not part of the lobbying process. (Regulation 18942.2.)

2. Reciprocal Holiday Gifts. Gifts commonly exchanged between an official and another individual on holidays, birthdays, or similar occasions to the extent that the gifts exchanged are not substantially disproportionate in value. (Regulation 18942(a)(8)(A).)

3. Reciprocal Exchanges. Reciprocal exchanges between an official and another individual that occur on an ongoing basis so long as the total value of payments received by the official within the calendar year is not substantially disproportionate to the amount paid by the official and no single payment is \$590 or more. For example, if two people get together regularly for lunches and rotate picking up the lunch tab so that each pays approximately half the total value over the course of the calendar year, no gift need be reported. (Regulation 18942(a)(8)(B).)

4. Dating Relationship. Personal benefits commonly received from a dating partner. These gifts are not disclosable or limited but are subject to disqualification under the conflict of interest laws if the dating partner has certain business before the official as set forth in Regulation 18942(a)(18)(D). (Regulation 18942(a)(18)(A).)

5. Acts of Human Compassion. Assistance, financial or otherwise, to offset family medical or living expenses that the official can no longer meet without private assistance because of an accident, illness, employment loss, death in the family, or other unexpected calamity; or to defray expenses associated with humanitarian efforts such as the adoption of an orphaned child, so long as the source of the donation is an individual who has a prior social relationship with the official of the type where it would be common to provide such assistance, or the payment is made without regard to official status under other circumstances in which it would be common to receive community outreach. (Regulation 18942(a)(18)(B).) This exception does not apply if the person providing the benefit to the official is an individual who otherwise has business before the official as set forth in Regulation 18942(a)(18)(D).

6. Long-Time Friend. Benefits received from a long-time personal friend where the gift is unrelated to the official's duties. The exception does not apply if the individual providing the benefit to the official is involved in some manner with business before the official. (Regulation 18942(a)(18)(C).) This exception does not apply if the person providing the benefit to the official is an individual who otherwise has business before the official as set forth in Regulation 18942(a)(18)(D).

7. Existing Personal Relationship. Benefits received from an individual where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made that the official makes or participates in the type of governmental decisions that may have a reasonably foreseeable material financial effect on the individual who would otherwise be the source of the gift. (Regulation 18942(a)(19).)

Very Limited Gift Exception

Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
Yes - ½ value as gift	Yes	No	No

Wedding Gifts. Wedding gifts are not subject to the \$590 gift limit. However, wedding gifts are reportable, but for purposes of valuing wedding gifts, one-half of the value of each gift is attributable to each spouse. (Regulation 18946.3.)

Gift Exceptions Requiring Alternate Reporting

Form 700 Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
Yes - As Income	Yes	No	No

Prize or Award. A prize or award received in a bona fide contest or competition, or game of chance. **Note: Unlike the other exceptions, payments that fall into this exception must be reported as income if valued at \$500 or more.** To qualify for this exception the contest or competition must be unrelated to the official's duties. (Regulation 18942(a)(14).)

Agency Reports

Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
Yes - On 801 or 802	No	No	No

The following exceptions are also applicable to payments made to a government agency that are used by officials in the agency under certain conditions to conduct agency business. These types of payments are not treated as gifts or income to the officials who use them, so long as the payments meet certain conditions and they are reported by the officials' agency. These reports must appear on either a Form 801 or Form 802, instead of the official reporting the items on a statement of economic interests (Form 700).

Form 801 – Payment to Agency Report: This form covers gifts or donations made to an agency and used by one or more officials in the agency for agency business. This may include travel payments, reimbursements, or other uses by an official, but does not cover tickets or passes providing admission to an entertainment or sporting event, which are reported on the Form 802 (discussed below). If the payment meets the requirements of Regulations 18944 or 18950.1, the agency must report it on a Form 801 and the item is not reported on the individual’s statement of economic interests (Form 700). (Regulations 18944 and 18950.1.)

Form 802 – Agency Report of Ceremonial Role Events and Ticket/Pass Distributions: This form covers gifts or donations made to an agency that provide tickets or passes to an agency official for admission to an entertainment or sporting event. For the ticket or pass to be exempt from reporting on the individual’s statement of economic interests (Form 700), the agency must have a written policy stating the public purpose for distribution of the tickets. The ticket or pass cannot be earmarked by the original source for use by a particular agency official and the agency must determine, in its sole discretion, which official may use the ticket or pass. (Regulation 18944.1.) The Form 802 is also used to report tickets provided for officials who perform a ceremonial role on behalf of the agency.

Behested Payments Reports

Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
Yes - Form 803 Behested Payment	No	No	No

Behested Payments. Generally, payments made at the behest of an official that do not confer a personal benefit on an official such as those made by a third party to co-sponsor an event, or that are principally legislative, governmental or charitable in nature, are not gifts. However, when a local elected officer is making the behest, in some cases these payments may be considered “behested payments” under Section 82004.5 and require disclosure by that elected officer.

Form 803 – Behested Payment Report

- Behested payments are payments made principally for legislative, governmental, or charitable purposes. These payments are not for personal or campaign purposes. For example, a local elected official may ask a third party to contribute funds to a school in her district, or to a job fair or health fair.
- Generally, a donation will be “made at the behest” if it is requested, solicited, or suggested by the elected officer or member of the Public Utilities Commission, or otherwise made to a person in cooperation, consultation, coordination with, or at the consent of, the elected officer or PUC member. This includes payments behested on behalf of the official by their agent or employee.
- A behested payment does not include payments to an official from a local, state, or federal government agency for use by the official to conduct agency business. For example, free parking provided by a governmental entity to an official for agency business is not a behested payment and is not subject to reporting.
- Behested payments totaling \$5,000 or more from a single source in a calendar year must be disclosed by the official on a Form 803, which is filed with the official’s agency within 30 days of the date of the payment(s). (Section 84224; Regulation 18215.3.)

Honoraria

What is an “Honorarium”?

An “honorarium” is any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. An honorarium includes gift cards or any gift of more than nominal benefit provided in connection with an activity described above. An honorarium does not include items of nominal value such as a pen, pencil, note pad, or similar item. (Section 89501; Regulation 18932.4(e).)

A “speech given” means a public address, oration, or other form of oral presentation, including participation in a panel, seminar, or debate. (Regulation 18931.1.)

An “article published” means a nonfictional written work: 1) that is produced in connection with any activity other than the practice of a bona fide business, trade, or profession; and 2) that is published in a periodical, journal, newspaper, newsletter, magazine, pamphlet, or similar publication. (Regulation 18931.2.)

“Attendance” means being present during, making an appearance at, or serving as host or master of ceremonies for any public or private conference, convention, meeting, social event, meal, or like gathering. (Regulation 18931.3.)

The Act and Commission regulations provide certain exceptions to the prohibition on honoraria. (Section 89501(b); Regulations 18932 –18933.)

The Prohibition

Local officials specified in Section 87200 (see page 2) are prohibited from receiving any honoraria payments. Officials and employees of local agencies who file statements of economic interests (Form 700) under the agency’s conflict of interest code (“designated employees”) may not receive honoraria payments from any source if the employee would be required to report income or gifts from that source on the Form 700, as outlined in the “disclosure category” portion of the conflict of interest code. (Section 89502.)

Honoraria Exceptions that also apply to gifts and income

1. **Returned.** An honorarium that the public official returns (unused) to the donor or the donor’s agent or intermediary within 30 days. (Section 89501(b); Regulation 18933.)
2. **Donated to General Fund.** An honorarium that is delivered to the official’s local agency within 30 days for donation to the agency’s general fund and for which the public official does not claim a deduction for income tax purposes. (Section 89501(b); Regulation 18933.)
3. **Made to Nonprofit Organization.** A payment that is not delivered to the public official but is made directly to a bona fide charitable, educational, civic, religious, or similar tax-exempt, non-profit organization. However:
 - The official may not make the donation a condition for their speech, article, or attendance;
 - The official may not claim the donation as a deduction for income tax purposes.
 - The official may not be identified to the non-profit organization in connection with the donation; and
 - The donation may have no reasonably foreseeable financial effect on the public official or on any member of their immediate family. (Regulation 18932.5.)

4. Payment from Family Member. A payment received from the public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person. However, a payment that would be considered an honorarium is prohibited if one of these persons is acting as an agent or intermediary for someone else. (Regulation 18932.4(b).)

5. Payment for Performance or Book. Payments received for a comedic, dramatic, musical, or other similar artistic performance, and payments received for the publication of books, plays, or screenplays. (Regulations 18931.1 and 18931.2.)

6. Reimbursement for Travel Where Official Provides Consideration. Reimbursements for reasonable travel expenses provided to the public official by a bona fide non-profit, tax-exempt (501(c)(3)) entity for which the public official provides equal or greater consideration. The payment would also be exempt from the definition of income under Section 82030(b)(2). (See discussion under "Travel Payments" below.)

Honoraria Exceptions where the payment may still be considered income (or a gift, if consideration of equal or greater value is not provided by the official)

1. Admission to Event Where Official Gives Speech. Free admission, and refreshments and similar non-cash nominal benefits, provided to an official during the entire event at which they give a speech, participates in a panel or provides a similar service, and in-California transportation and necessary lodging and subsistence provided directly in connection with the speech, panel or service, including meals and beverages on the day of the activity. (Regulation 18932.4(e).)

2. Earned Income from a Business. Income earned and payments for travel made in connection with personal services rendered by the official if the services are provided in connection with a bona fide business, trade, or profession — such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting — and the services are customarily provided in connection with the business, trade, or profession. (Section 89506(d)(3) and Regulations 18950(a) and 18950.2.)

This exception does not apply if the sole or predominant activity of the business, trade, or profession is making speeches. In addition, the public official must meet certain criteria to establish that they are conducting or in a bona fide business, trade, or profession (such as maintenance of business records, licensure, proof of teaching position) before a payment received for personal services which may meet the definition of honorarium would be considered earned income and not an honorarium. (Section 89501(b); Regulations 18932 –18932.3.) Earned income is required to be reported. Contact the FPPC for detailed information.

3. Travel from a Government Agency. Travel payments provided to the public official by their government agency or by any state, local, or federal government agency which would be considered income and not a gift. (Section 89506(d)(2).) See discussion under "Travel Payments" below.

Travel Payments Exceptions

Generally, when an official receives a payment (including reimbursement) for their travel, that payment is a reportable gift or income under the Act. The term “travel payment” includes payments, advances, or reimbursements for travel, including actual transportation, parking and related lodging and subsistence. (Section 89506(a).)

If the payment is a gift, it is also normally subject to the Act’s \$590 gift limit. If the payment is income, it may, in some cases, be an honorarium. Whether a payment is a gift or income, the official may be required to disqualify themselves from any decision that will have a foreseeable materially financial effect on the source.

Certain Travel Payments are not a Gift, Income or Honorarium

Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
No	No	No	No

The following travel payments are not a gift, income or honorarium under the Act and Commission regulations and are thus not reportable, potentially disqualifying, or subject to any of the Act’s gift limits or the honorarium ban.

- 1. Travel from a Non-Reportable Source.** A payment for travel from a source that is not reportable on the official’s statement of economic interests (Form 700) based on the provisions of the conflict of interest code of the official’s agency.
- 2. Travel from Government Agency for Training.** A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes. (Regulation 18950(a) and (c)(2).)
- 3. Sharing a Ride with Another Official.** A payment for travel provided to the official in a vehicle or aircraft owned by another official or agency when each official is traveling to or from the same location for an event as a representative of their respective offices. (Regulation 18950(a) and (c)(3).)
- 4. Certain Travel from a Government Agency or 501(c)(3).** Travel payments provided to the official by any state, local, or federal government agency as part of the official’s employment with that agency or provided to the official by a bona fide non-profit, tax-exempt (501(c)(3)) entity for which the official provides equal or greater consideration. (Section 82030(b)(2).) Any person who claims to have provided consideration has the burden of proving that the consideration received is of equal or greater value.
- 5. Travel for Official Agency Business.** Certain payments made to an agency to cover the travel expenses of an employee who travels in the course of carrying out agency business are not gifts to the official because these payments do not provide a “personal benefit” to the official. For this exception to apply, the agency must report the payment on a Form 801 and the amount and purpose for using the payments are restricted by the provisions set forth in Regulation 18950.1.
- 6. Campaign Contribution.** A payment for travel that constitutes a campaign contribution to an official (Sections 82015, 82028(b)(4); Regulations 18215, 18942(a)(4), 18950(a) and 18950.3(a)), and permissible expenditures of campaign funds for campaign-related travel (Regulations 18950(a) and 18950.3(b)), provided they comply and are properly reported in accordance with applicable campaign finance laws.

7. Travel Payments Fulfilling Terms of Contract. Payments made to a governmental entity for travel expenses that are required to fulfill the terms of a contract. Neither the governmental entity nor the public official has a reporting obligation because consideration has been provided. (Section 82028; *Ratto* Advice Letter, No. I-14-057.)

Certain Travel Payments are Reportable and may Subject the Official to Possible Conflicts of Interest, but are not Subject to the \$590 Gift Limit or Honoraria Ban of the Act.

Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
Yes	Yes	No	No

Travel for a Public Purpose Under Section 89506(a). Any payments for actual transportation expenses and related lodging and subsistence that are made for a purpose reasonably related to: (1) A legislative or governmental purpose, or (2) An issue of state, national, or international policy so long as the travel is either:

(a) *Travel for Speech.* In connection with a speech given by the official and the lodging and subsistence expenses are limited to the day immediately proceeding, the day of, and the day immediately following the speech and the travel is within the United States, or

(b) *Travel paid for by government agency or 501(c)(3) organization.* Provided by a government agency or authority, (including a foreign government), a bona fide public or private educational institution as defined in Section 203 of the Revenue and Taxation Code, or a nonprofit organization that qualifies under Section 501(c)(3) of the Internal Revenue Code or a foreign organization that substantially satisfies the criteria of that section.

These payments are still reportable on the Form 700 and may create a conflict of interest issue for the official.

Payments for Travel in Connection with a Business

Reporting	C/I § 87100	Honoraria Ban	\$590 Gift Limit
Yes - as Income	Yes	No	No

Payments for travel made in connection with personal services rendered by the official if the services are provided in connection with a bona fide business, trade, or profession — such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting — and the services are customarily provided in connection with the business, trade, or profession. (Section 89506(d)(3) and Regulations 18950(a) and 18950.2.)

Loans

Personal loans received by certain local officials are subject to limits and other restrictions, and in some circumstances, a personal loan that is not being repaid or is being repaid below certain amounts may become a gift to the official who received it.

Limitations on Loans from Agency Officials, Consultants, and Contractors

Officials Must Not Receive Loans from Agency Staff. If the public official is a local elected officer or an official specified in Section 87200 (see page 2), they may not receive a personal loan that exceeds \$250 at any given time from an officer, employee, member, or consultant of their government agency or an agency over which their agency exercises direction and control. (Section 87460(a) and (b).)

Officials Must Not Receive Loans from Agency Contractors. In addition, the public official may not receive a personal loan that exceeds \$250 at any given time from any individual or entity that has a contract with their government agency or an agency over which their agency exercises direction and control. This limitation does not apply to loans received from banks or other financial institutions, and retail or credit card transactions, made in the normal course of business on terms available to members of the public without regard to their official status. (Section 87460(c) and (d).)

Loans to Elected Officials Must be in Writing

In addition to the limitations above, if the public official is elected, they may not receive a personal loan of \$500 or more unless the loan is made in writing and clearly states the terms of the loan. The loan document must include the names of the parties to the loan agreement, as well as the date, amount, interest rate, and term of the loan. The loan document must also include the date or dates when payments are due and the amount of the payments. (Section 87461.)

The following loans are not subject to these limits and documentation requirements:

1. **Campaign Loans.** Loans received by an elected officer's or candidate's campaign committee.
2. **Loans from Family Members.** Loans received from the public official's spouse, child, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person unless they are acting as an agent or intermediary for another person not covered by this exemption.

Loans as Gifts

Under the following circumstances, a personal loan received by **any** public official (elected and other officials specified in Section 87200, as well as any other local official or employee required to file statements of economic interests) may become a gift and subject to gift reporting and limitations:

1. If the loan has a defined date or dates for repayment and has not been repaid, the loan will become a gift when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, the loan will become a gift if it remains unpaid when one year has elapsed from the later of:
 - The date the loan was made;
 - The date the last payment of \$100 or more was made on the loan; or
 - The date upon which the public official has made payments aggregating to less than \$250 during the previous 12 months. (Section 87462.)

The following loans will not become gifts:

- A loan made to an elected officer's or candidate's campaign committee. This loan would, however, be a campaign contribution and must be reported accordingly.
- A loan described above on which the creditor has taken reasonable action to collect the balance due.
- A loan described above on which the creditor, based on reasonable business considerations, has not undertaken collection action. (However, except in a criminal action, the creditor has the burden of proving that the decision not to take collection action was based on reasonable business considerations.)
- A loan made to an official who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

**Central Contra Costa Solid Waste Authority
Request for Proposals
For Post-Collection Processing 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. $\text{Tons diverted} = \text{inbound tons} - \text{disposed residue}$. $\text{Diversion rate} = \frac{\text{tons diverted}}{\text{inbound tons}}$. 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: _____

1758096.1



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 28, 2024
SUBJECT: PROPOSED AMENDMENT TO THE EXISTING AGREEMENT WITH REPUBLIC SERVICES REGARDING SERVICE QUALITY METRICS

SUMMARY

RecycleSmart has been tracking service quality and working with Republic Services on service improvements for over a year. The parties have agreed on some modifications to the existing franchise agreement to reflect a new service quality metric and other elements intended to increase customer satisfaction by improving service quality and reducing the burden on customers.

RECOMMENDED ACTION

1. Authorize the Executive Director, in consultation with legal counsel, to prepare and the Board Chair to execute a Third Amendment to the existing Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services with Republic Services in accordance with the negotiated terms presented in Attachment A regarding service quality metrics, special rate adjustments, customer credits, staffing requirements, reporting requirements, and approved composting facilities.

DISCUSSION

Service Quality Metric

Throughout 2023, staff was tracking a “service quality metric” identified in the Second Amendment to the franchise agreement with Republic Services to enforce improvements in service quality and determine whether Republic would be entitled to a special rate adjustment for Rate Year 10. This metric looked at the number of calls for missed pickups that Republic received each month from ratepayers in the Authority’s service area. With input from the Board, staff concluded that this metric was not a good measure of the service experience of ratepayers, and staff began discussing an alternative measurement with Republic for the remaining two special rate adjustments (RY 11 and 12).

Attachment A sets out the negotiated terms staff and Republic have agreed on. The main elements are that the metric would be based on missed pick-ups from open route reports rather than customer calls, missed customers on incomplete routes would receive automatic credits without having to call, and the special rate adjustment would be earned proportionally, instead of on an all-or-nothing basis.

The proposed changes to the franchise agreement are expected to better reflect the customers' actual service experience; this will allow the Authority to better monitor and ensure high levels of service quality. The proposed changes also are expected to reduce the burden on customers by not requiring them to call the company to report missed pick ups before receiving a bill credit. The changes also are intended to incentivize the company to strive for high service quality throughout the Rate Year. For these and other reasons, the proposed amendment is in the best interest of the public in order to protect the public health, safety, and well-being of the ratepayers.

Staff is seeking the Board's approval for the Executive Director, in consultation with legal counsel, to prepare and the Board Chair to execute a Third Amendment to the existing agreement with Republic, consistent with the business terms in Attachment A. Any proposed change to the attached business terms, or any new substantive terms that would modify the Authority's rights or obligations would require further Board consideration and action.

In addition, at the February meeting, the Board requested a comparison of missed pick up calls to missed pick-ups estimated from incomplete route reports, an analysis of missed pick-ups by Member Agency, and data on drivers and trucks available. The requested analysis is shown in Attachment B.

Approved Composting Facilities

In 2014, the Authority entered into the existing agreement with Republic, which named Republic's West County Resource Recovery Facility Composting Facility in Richmond as the "Approved Organic Materials Composting Facility" to compost the Authority's organic materials. Due to operational issues and odor complaints at the West County facility that led to the disposal of organic materials collected for diversion, the Authority amended the agreement in 2018 to re-direct the Authority's organic materials to Republic's Forward Resource Recovery Facility in Manteca for composting. There have been no significant operational issues or odor complaints at the West County composting facility since 2018. Republic also owns and operates a regional composting facility at the Newby Island Resource Recovery Park in San Jose. To provide contingency composting capacity for the remainder of the agreement (until February 28, 2027) staff recommends naming all three composting facilities as "Approved Organic Materials Composting Facilities." The Forward facility will remain the primary composting facility for the Authority's organic materials. There will be no impact to the ratepayers. Rates will continue to be set assuming the transfer cost to the nearest facility (West County in Richmond).

ATTACHMENTS

- A. Negotiated Terms for a Third Amendment to the Franchise Agreement
- B. Analysis of Missed Pick-Up Data

**Negotiated Terms for a Third Amendment
to the Franchise Agreement**

Metric
<ul style="list-style-type: none">• The new Service Quality Metric is the number of single-family missed pick-ups on incomplete routes. This metric is based on reports of incomplete routes as opposed to customer phone call data. An incomplete route is a route that is not 100% completed on the scheduled service day.• At the end of each workday, the route supervisors use the routing software to determine the number of single-family containers on the portion of any routes that were not completed on the scheduled collection day. These containers are considered to be “missed pick-ups” for purposes of the Service Quality Metric.• Routes that could not be completed due to blocked access (e.g., roadwork, tree trimming) would not be considered incomplete routes for purposes of the Service Quality Metric.• Routes that were reported by the driver as completed, but subsequently generated missed pick-up calls, are not considered to be incomplete routes for purposes of the Service Quality Metric as long as the missed pick-up calls from a “complete” route represent no more than 5% of the customers on that route.
Standard
<ul style="list-style-type: none">• No more than 2,700 single-family missed pick-ups in a 4-week period.• Four-week periods used as opposed to calendar months.
Special Rate Adjustment for Meeting the Service Quality Metric
<ul style="list-style-type: none">• Special rate adjustment to be determined by early October each year to match rate-setting schedule: Rate setting discussions with Member Agencies in October, rates approved in January to take effect March 1.• Special rate adjustment for the upcoming RY is divided into installments to be earned in four-week service increments as opposed to one “all or nothing” annual average.
<p><u>Rate Year 11</u></p> <ul style="list-style-type: none">• For each four-week period (M-F) beginning April 1, 2024 and ending October 11, 2024, that Contractor meets the Service Quality Metric, contractor is entitled to a special rate adjustment of \$283,833 (\$1,986,829 divided by 7 four-week periods) for Rate Year 11 (March 1, 2025 – February 28, 2026). <p><u>Rate Year 12</u></p> <ul style="list-style-type: none">• The maximum special rate adjustment for Rate Year 12 (March 1, 2026 – February 28, 2027) is \$1,986,829 multiplied by one plus the Annual Percentage Change in the CPI-U. For each four-week period (M-F) beginning October 14, 2024 and ending September 12, 2025, that Contractor meets the service quality metric, contractor is entitled to a special

rate adjustment equal to the maximum special rate adjustment divided by 12 four-week periods.

- For each four-week period (M-F) beginning September 15, 2025 and ending January 29, 2027 that Contractor does not meet the service quality metric, Contractor shall reimburse the Authority a sum equal to the total special rate adjustment that contractor received for RY 12 divided by 18 four-week periods. This reimbursement will be paid at the end of the agreement. The total amount of such reimbursements shall not exceed the total special rate adjustment that contractor received for RY 12.

Incomplete Route Reports

- Reports to identify which routes were not completed on the scheduled day, the number of missed pick-ups (containers) on each incomplete route, and the reason the route was not completed. Republic does not need to report if a route was open at the beginning of the day, only if it was incomplete at the end of the day.
- The report will include commercial/multi-family routes. These will be identified separately from single-family routes. Only the single-family routes will count towards the Service Quality Metric.
- Republic will submit incomplete route reports on a weekly basis. Reports are due by 5:00 p.m. on the Monday following the report week, in a format approved by the Authority.

Customer Credits

General

- A credit will be issued to all customers who do not have all of their containers emptied on their scheduled service day, except as provided below.
- The Service Quality Metric to obtain the special rate adjustments for RY 11 and RY 12 is based on single-family homes only (because that was where most past missed pick-ups occurred and because the previous Service Quality Metric was based on single-family phone calls only) but all customers, including multi-family and commercial, are eligible for missed pick-up credits.
- Customers on incomplete routes, whose containers are not emptied on their scheduled service day, will automatically be issued a credit. Those customers do not have to call Republic or the Authority to receive the credit, as Republic already knows that they were missed. This includes commercial and multi-family customers.
- Customers on completed routes whose containers are not emptied on their scheduled service day will also receive a credit if they contact Republic or the Authority to report the missed pick-up. Republic is not required to provide customers on complete routes a credit if Republic is able to collect the missed materials within one business day after the scheduled collection day. Note that this “one-day grace period” does not apply to customers on incomplete routes, who will automatically receive a credit, even if their materials are collected within one business day of their scheduled service day.
- Republic to report monthly the service address and credit amount of all customers receiving missed pick-up credits. Add to the monthly report.

- Liquidated damages of \$100 per occurrence may be assessed for failure to provide a required minimum missed pick-up credit. Republic shall have the opportunity to cure and provide the missed pick-up credit to the customer without a liquidated damages assessment.
- If Republic can document a customer repeatedly reporting false missed pick-ups, that customer may be disqualified from receiving future missed pick-up credits.
- The credit amounts listed below are minimum amounts required by the Agreement. Republic may voluntarily provide larger credits to customers.

Single-Family

- Credit amount will be \$5 per container, per day late (until next scheduled service day).

Multi-Family / Commercial

- For recyclables and organics containers, the credit is \$5 per container, per day late (until the next scheduled service day).
- For landfill containers, the credit equals the monthly service charge for the container missed / 4.33 weeks per month / the number of scheduled collections per week.

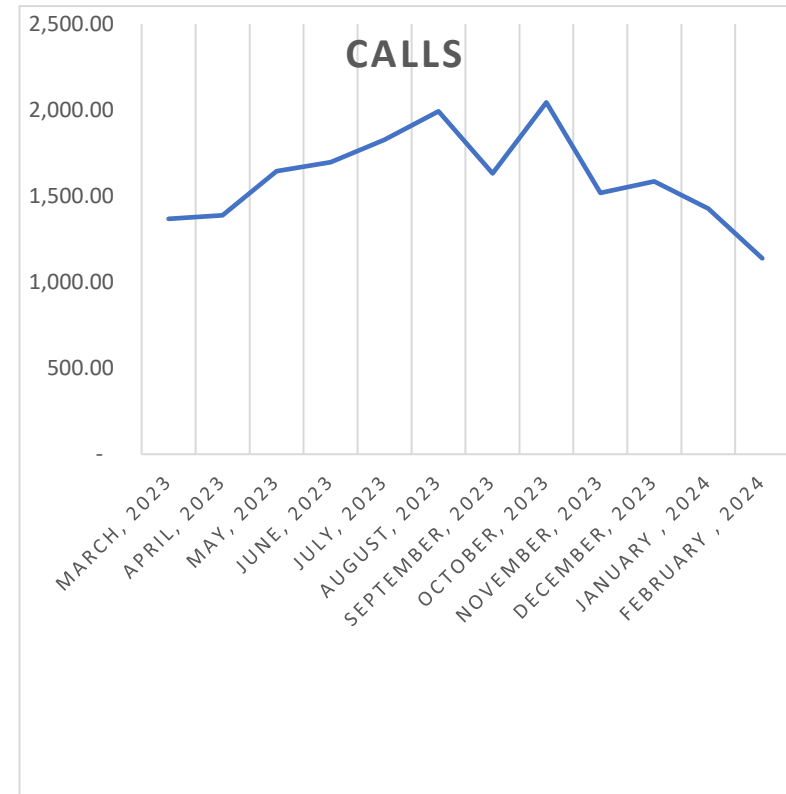
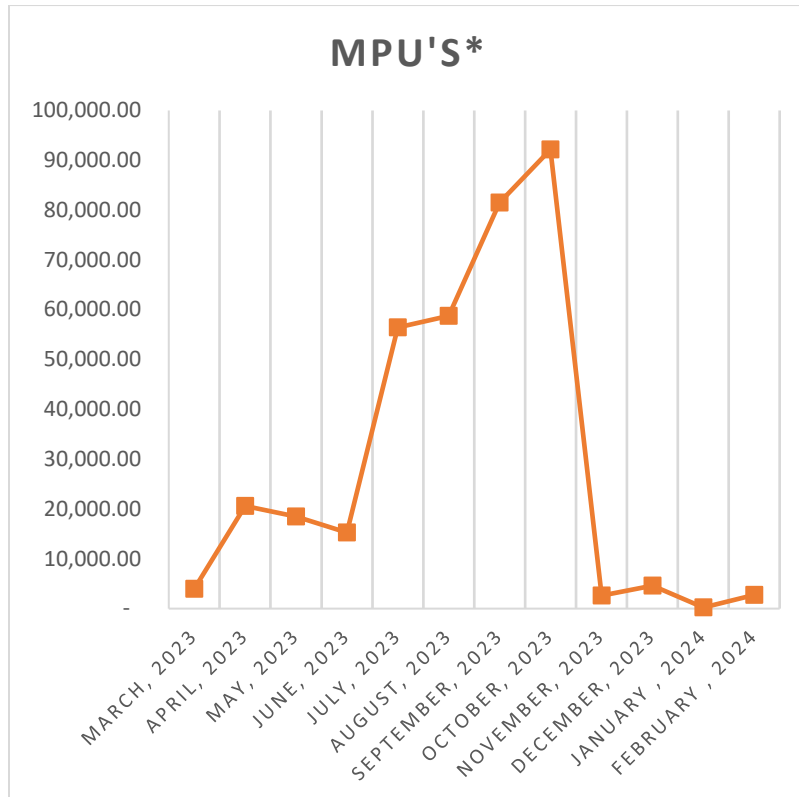
Staffing Requirements

- Except for retaining the 5th Recycling Coordinator (Sustainability Advisor), the staffing requirements in the amendment will be removed. Section 14 of the second amendment will be deleted. Sections 15 (adequate back-up vehicles) and 16 (technician training) will remain.
- In place of staffing requirements, Republic will report monthly to the Authority the number of drivers and trucks available.
- Republic will also provide one report by July 1, 2024 which includes:
 - The total number of drivers, mechanics, and collection vehicles (by type of vehicle) assigned to the Pacheco yard
 - The number of collection vehicles - by type of vehicle - versus the number of routes (spare ratio by vehicle type)

Approved Composting Facilities

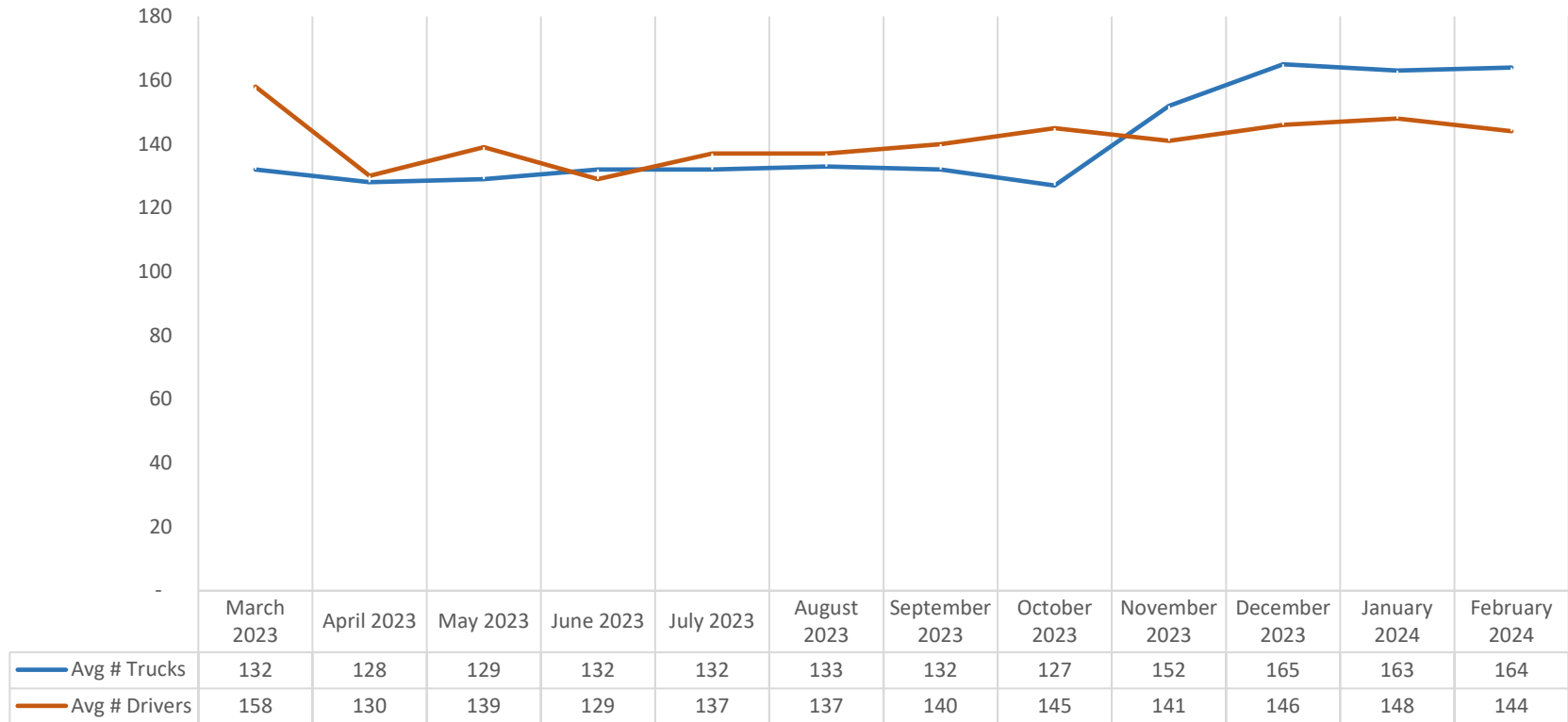
- Republic's West County and Newby Island Composting facilities would be added to the list of approved composting facilities.

Analysis of Missed Pick-Up Data



*Missed Pick-Ups based on incomplete route reports

AVAILABLE TRUCKS & DRIVERS



Trucks and drivers for Republic's Pacheco truck yard, which serves multiple jurisdictions

Month	Calls	MPU's *
March 2023	1,368	3,940
April 2023	1,388	20,624
May 2023	1,644	18,513
June 2023	1,696	15,247
July 2023	1,826	56,450
August 2023	1,993	58,788
September 2023	1,631	81,499
October 2023	2,044	92,157
November 2023	1,518	2,638
December 2023	1,586	4,592
January 2024	1,428	225
February 2024	1,138	2,765

*Missed Pick-Ups based on incomplete route reports

**Agenda Item No. 4e
Attachment B**

Month/Year	County			Danville			Lafayette			Moraga			Orinda			Walnut Creek			Total #MPU's
	#MPU's	% of Set-Outs Missed	% of Total MPU's	#MPU's	% of Set-Outs Missed	% of Total MPU's	#MPU's	% of Set-Outs Missed	% of Total MPU's	#MPU's	% of Set-Outs Missed	% of Total MPU's	#MPU's	% of Set-Outs Missed	% of Total MPU's	#MPU's	% of Set-Outs Missed	% of Total MPU's	
March, 2023	419	0.24%	10.64%	350	0.20%	8.9%	1,211	1.27%	30.7%	480	0.87%	12.2%	1,347	1.71%	34.2%	133	0.07%	3.4%	3,941
April, 2023	2,985	1.67%	14.47%	1,888	1.06%	9.2%	5,266	5.51%	25.5%	2,114	3.85%	10.3%	4,451	5.65%	21.6%	3,919	2.18%	19.0%	20,624
May, 2023	3,540	1.99%	19.12%	2,749	1.54%	14.8%	5,666	5.93%	30.6%	3,579	6.52%	19.3%	1,347	1.71%	7.3%	1,632	0.91%	8.8%	18,513
June, 2023	2,576	1.44%	16.89%	674	0.38%	4.4%	3,739	3.91%	24.5%	1,154	2.10%	7.6%	2,512	3.19%	16.5%	4,593	2.55%	30.1%	15,247
July, 2023	12,123	6.80%	21.48%	6,429	3.60%	11.4%	11,098	11.62%	19.7%	8,197	14.92%	14.5%	7,923	10.06%	14.0%	10,679	5.93%	18.9%	56,450
August, 2023	12,942	7.26%	22.01%	11,655	6.52%	19.8%	12,836	13.43%	21.8%	7,908	14.40%	13.5%	6,450	8.19%	11.0%	6,997	3.88%	11.9%	58,788
September, 2023	14,760	8.28%	18.11%	14,171	7.93%	17.4%	19,615	20.53%	24.1%	14,519	26.43%	17.8%	7,508	9.54%	9.2%	10,926	6.06%	13.4%	81,499
October, 2023	15,874	8.90%	17.22%	12,339	6.90%	13.4%	21,314	22.31%	23.1%	12,894	23.47%	14.0%	13,240	16.81%	14.4%	16,497	9.16%	17.9%	92,157
November, 2023	725	0.41%	27.49%	565	0.32%	21.4%	351	0.37%	13.3%	54	0.10%	2.1%	678	0.86%	25.7%	265	0.15%	10.0%	2,639
December, 2023	862	0.48%	18.76%	778	0.44%	16.9%	658	0.69%	14.3%	0	0.00%	0.0%	681	0.86%	14.8%	1,614	0.90%	35.1%	4,592
January, 2024	52	0.03%	23.06%	9	0.00%	3.8%	49	0.05%	21.7%	56	0.10%	25.0%	52	0.07%	23.2%	7	0.00%	3.2%	226
February, 2024	447	0.25%	16.16%	610	0.34%	22.1%	616	0.64%	22.3%	31	0.06%	1.1%	997	1.27%	36.1%	63	0.04%	2.3%	2,765
Grand Total	67,304	3.15%	18.98%	52,217	2.43%	14.72%	82,420	7.19%	23.24%	50,988	7.74%	14.38%	47,187	4.99%	13.30%	57,324	2.65%	16.16%	354,676
Republic National Standard = no more than 7 missed pick-ups per 10,000 set-outs = no more than 0.07% of set-outs missed MPU = Missed Pick-Up. MPU's calculated based on open route reports from Republic.																			



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DEBORAH MILLER, AUTHORITY COUNSEL
JUDITH SILVER, SENIOR PROGRAM MANAGER
DATE: MARCH 28, 2024

SUBJECT: RIDWELL RECYCLING / REUSE COLLECTION SERVICE

SUMMARY

Ridwell (www.ridwell.com/) is a for-profit business that charges a fee for the collection of reusable and hard-to-recycle items such as plastic film, batteries, light bulbs, school supplies, yarn and sewing supplies, and textiles from residents who opt into their service. Ridwell is beginning to market its services in the Authority service area. After consultation with our franchised recyclables processor, the Authority concluded that a limited set of materials are outside the scope of the exclusive franchise and, thus, are eligible to be collected by Ridwell. The Authority retains jurisdiction over the collection of solid waste and recyclable materials in the service area and may in the future regulate Ridwell's services.

RECOMMENDED ACTION

1. This report is provided for information only. No Board action is required.

DISCUSSION

Ridwell started in Washington state and has set up collection services in Washington, Oregon, and many parts of the Bay Area including Alameda, San Francisco, and Santa Clara counties. The company submitted a Non-Franchise Solid Waste Collection & Transport Application to Contra Costa County as a first step to expanding its services into this County. The Authority provides comment on these applications since part of the Authority's service area includes unincorporated County areas. Staff provided an update about Ridwell to the Board in the September 2023 Executive Director Report.

The Authority's franchise agreements with Republic Services and Mt. Diablo Resource Recovery grant them exclusive rights to recycle specified materials. Other recyclers are not allowed to charge customers for service in our area, with a few exceptions. To prepare its comment on Ridwell's Non-Franchise Solid Waste Collection & Transport Application, staff consulted with our franchisees and the Authority's legal counsel.

The Authority's response provides Ridwell with a very limited list of materials acceptable for collection without infringing on the rights of the franchisees, including: e-waste, household batteries, lightbulbs, and reusable textiles.

See the complete list below:

- Electronic Waste (E-Waste)
- Household Batteries
- Household Lightbulbs, such as CFLS, HiDs, and LEDS. However, Ridwell may not collect the nonhazardous incandescent bulbs (including those made with argon, krypton, and xenon gases, and halogen bulbs
- Textiles (reusable)
- Plastic Film
- Multi-layered Plastic
- Plastic corks
- Yard signs
- Plastic bread tags/loose plastic caps



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 28, 2024
SUBJECT: EXECUTIVE DIRECTOR’S MONTHLY REPORT

SUMMARY

Central Contra Costa Solid Waste Authority (Authority) staff performs high-level programmatic and administrative tasks each month to provide outreach and education to residents, businesses, and schools to increase diversion and instill waste prevention practices. Staff manages the franchise agreements and customer service in addition to monitoring monthly reporting by our service providers. Staff actively engages with Member Agency staff, community groups, and regional partners on a variety of topics including SB 1383, legislation, and industry best practices.

RECOMMENDED ACTION

1. This report is provided for information only. No Board action is required.

DISCUSSION

Completed and Ongoing Activities in March

On March 1 the Authority released a survey to obtain input from customers about services. The customer feedback will be used throughout the RFP evaluation process and to help develop the 2027 Franchise. This online survey is the first step in a stakeholder engagement process that will utilize a variety of methods to obtain input from residential and commercial customers. Staff provided promotional information with a QR code to Member Agency staff. The survey will be featured in the Spring RecycleSmart newsletter (staff expects increased participation from the newsletter), local newspapers, social media, and was sent to local community organizations. The survey will be live from March 1 – July 31. To date, there are 445 responses. **The promotional graphic and QR code are provided at right.**



- The monthly Member Agency liaison meeting was held on March 14. Discussion topics included new SB 1383 grant funding, the RecycleSmart survey, early morning noise caused by collection vehicles in mixed-use areas, and the upcoming compost giveaway events.

Member Agency Liaisons				
Member Agency	Name	Title	Email	Phone
County	David Brockbank	Conservation Programs Manager	David.Brockbank@dcd.cccounty.us	(925) 655-2911
Danville	Cat Bravo	Management Analyst	cbravo@danville.ca.gov	(925) 314-3377
Lafayette	Anna Tolle	Planning Technician	ATolle@ci.lafayette.ca.us	(925) 299-3205
Orinda	Doug Alessio	Administrative Services Director	DAlessio@cityoforinda.org	(925) 253-4224
Moraga	Brian Horn	Senior Planner	bhorn@moraga.ca.us	(925) 888-7044
Walnut Creek	Candice Rankin Mumby	Sustainability Manager	rankinmumby@walnut-creek.org	(925) 943-5899 x2304

- New Board Member Orientation. Staff met with John McCormick to provide an overview of the Authority’s mission, goals, and programs.
- The annual compost giveaway events in coordination with Republic Services are scheduled on April 27 for Walnut Creek, Danville, and County residents, and on May 4 for Lafayette, Orinda and Moraga residents. Residents can register online for free: www.RecycleSmart.org/ICAW. The events are scheduled in conjunction with International Compost Awareness Week, May 5-11, 2024. To learn more about this initiative visit, www.CompostFoundation.org/ICAW. The compost provided counts towards SB 1383 procurement requirements. **The photos below are from the 2023 events.**



- Authority staff and Republic Services will participate at the following community events with a shared outreach booth and provide recycling, organics, and landfill service with waste station monitors:
 - Walnut Creek Earth Day, April 20
 - Danville EarthFest, April 21
 - Lafayette Earth Day, April 21
- The Compost in the Classroom Program provided through a contract with The Gardens at Heather Farm in Walnut Creek has booked all 42 class allowances throughout the service area for the 23-24 school year. This is the highest number of requests for classes in almost 20 years.
- Kish Rajan, CEO, Mt. Diablo Resource Recovery, presented at the Northern California Recycling Association (NCRA) “Recycling Update” on March 11 on the Reuse Day Program.
- East Bay Women’s Conference. Staff worked with the Walnut Creek Sustainability Manager and an Intern, Republic Services, and Walnut Creek Chamber staff to institute recycling and organics services at the Leshner Center for the event. Authority and Walnut Creek staff served as station monitors helping attendees properly sort their boxed lunch into the appropriate containers. **Photo provided below.**



- Contra Costa Library All Staff Training Day. Authority staff partnered with RecycleMore staff to provide zero-waste training and education. Our one-hour presentation included a history of California’s solid waste legislation, an overview of the services available in our two service areas, a ‘What Goes Where’ game and a robust discussion about how to partner on sustainability programming at various library locations in the future.
- Authority and Republic Services updated the Republic Services Enclosure Guidelines. The guidelines help commercial builders and contractors with information related to bin and cart

dimensions, time of day of service, height and curb access and providing adequate space for all three streams.

- The Authority entered into technical assistance contracts with ReThink Disposable and FoodWare. ReThink Disposable assists restaurants in reducing single-use packaging and FoodWare provides reusable, returnable takeout container service. The Rising Loafer Café and Bakery in Lafayette is the first restaurant to participate with FoodWare in central Contra Costa and initiated reusable takeout service in February (testing several different sizes of reusable takeout containers). **Graphic provided below.**



- School Program Meeting. Staff met with the Schools team and discussed SB 1383 edible food donation compliance, efforts to obtain diversion data from the San Ramon Valley schools in our service area, reusable foodware, updating posters, ideas for an art contest, WasteBusters applications, and data collection for the CalRecycle Electronic Annual Report.
- Staff meets with Republic Services every other week and works collaboratively with Republic's management team, Sustainability Advisors, and finance department to discuss franchise requirements, customer feedback, service issues, Member Agency requests, rates, ongoing commercial site visits, and outreach.

SB 1383 Completed and Ongoing Activities in March

The SB 1383 budget and activities are currently funded by CalRecycle SB 1383 local assistance grant funds.

- CalRecycle provided a letter in which they concluded that the Authority's 2022 Electronic Annual Report was satisfactory and no further questions or information would be required.

- CalRecycle provided notification that the Authority would receive \$531,371 in SB 1383 grant funds rather than the expected amount of \$447,638. This is because CalRecycle received an extra \$19.5 million, and was able to distribute larger than expected award amounts. These funds will cover the cost of SB 1383 programs in FY 24 and FY 25.
- The Authority completed a contract with Envirolutions to conduct outreach to Tier 2 (T2) Commercial Edible Food Generators (large restaurants, health care facilities, country clubs, and hotels). The food recovery requirement for T2 generators began on January 1, 2024. Generators were mailed information for three years prior to 2024, however, staff wanted to ensure generators were aware of their requirement before T2 inspections with Contra Costa Health Services begin later this year. Each generator was visited in person or by phone.
- The Authority continues to provide technical assistance, training, tools, and educational resources to Tier 1 (T1) Commercial Edible Food Generators (grocery stores) through a contract with Food Shift, a food recovery organization based in Alameda, to implement and expand the practice of food donation. **The photos below are from March training at Lucky's and Lunardi's in Danville.**



Staff participated in or attended the following meetings in March

- East Bay Women's Conference, March 5
- Northern California Recycling Association (NCRA) Zero Food Waste Committee meeting, March 8
- Moraga Community Liaison meeting, March 8
- NCRA Recycling Update, March 11
- Orinda Mayor's Community meeting, March 12
- California Product Stewardship Council Associates meeting, March 20



Future Agenda Items

TYPE BOARD MEETING: 04/25/2024	
C	Approve 03/28/2024 Minutes
A	2024 Legislation: Bills and Recommendations
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics

TYPE BOARD MEETING: 5/23/2024	
C	Approve 04/25/2024 Minutes
A	2024-25 Operations and Reuse Budgets
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics
P	2023-24 Schools Program Scholarships

TYPE BOARD MEETING: 06/27/2024	
C	Approve 05/23/2024 Minutes
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics

TYPE

- C – Consent Item
- A – Action Item
- I – Information Item
- P – Presentation