



CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

REQUEST FOR PROPOSAL

For

THE DEVELOPMENT AND IMPLEMENTATION OF SCHOOLS EDUCATION, WASTE REDUCTION AND RECYCLING PROGRAM IN THE CCCSWA SERVICE AREA

PLEASE NOTE: The Central Contra Costa Solid Waste Authority (CCCSWA) has issued a Request for Proposal for the development and implementation of K-12 Schools education in waste reduction and recycling. A meeting will be held on January 6, 2012 at 9 a.m. to answer potential vendor's questions related to the RFP.

If you are planning to respond to the RFP, we invite you to attend the meeting. Our address is:

1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA
925-906-1801

Please RSVP to Janna McKay if you will be attending. Janna's email is janna@wastediversion.org.

December 2011

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1. **INTRODUCTION**

The Central Contra Costa Solid Waste Authority (CCCSWA) is seeking proposals from qualified firms and/or individuals (Provider) for the continuation of current Schools Education, Waste Reduction and Recycling Program for K-12 schools in Alamo, Blackhawk, Danville, Diablo, Lafayette, Moraga, Orinda and Walnut Creek. Additionally, the CCCSWA is looking for a Provider(s) that will assist in the development of new and creative strategies for increasing both waste reduction and recycling awareness in our schools, as well as increasing actual landfill diversion.

2. **BACKGROUND**

The Central Contra Costa Solid Waste Authority (CCCSWA) is a joint powers authority whose Member Agencies include portions of unincorporated Central Contra Costa County, the Towns of Danville and Moraga, and the Cities of Lafayette, Orinda, and Walnut Creek.

The CCCSWA is responsible for developing and implementing programs that enable its member agencies to meet or exceed the State-mandated goal of reducing and recycling solid waste. The CCCSWA has franchise agreements with Allied Waste Services for the collection, transfer, and disposal of residential and commercial solid waste, and with Valley Waste Management (VWM) for the collection and marketing of residential recycling and green waste. However, schools are not covered by the above-mentioned franchised services.

The CCCSWA currently has an award-winning Schools Program. However, new state mandates are focusing on increasing waste diversion even more. Therefore, our agency is looking for innovative and progressive ideas to expand our current program offerings, while not increasing costs. The CCCSWA offers its schools assistance free of charge to the schools in our service area. However, schools are required to fund their own garbage and recycling collection programs. Although Allied Waste Services (AWS) is the franchised garbage hauler for the CCCSWA service area, public schools are not required to contract for their service, but may haul their own waste.

3. **AGENCY CONTACT**

Questions regarding the RFP or its process should be submitted to Janna McKay at (925) 906-1801 x 101 or can be emailed to her at janna@wastediversion.org before the proposal deadline.

4. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed below no later than **4:00 pm PDT on Monday, January 23, 2012. Facsimile or electronically transmitted proposals will not be accepted. Postmarks will not be in lieu of actual receipt. Late or incomplete proposals will not be opened and will not be considered.** It is the responsibility of the proposer to ensure that the RFP responses arrive in a timely manner.

5. SUBMITTAL INFORMATION

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

**Janna McKay
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596
(925) 906-1801 x101**

Hand carried proposals may be delivered to the address above ONLY between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the agency.

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

6. TERM OF CONTRACT

The awarded contract will be for a three (3) year period, beginning on July 1, 2012 and ending June 30, 2015; with the potential for one two (2) year extension.

7. REQUIRED INFORMATION

To be considered responsive to the RFP, your proposal must provide the following:

- A cover letter confirming an interest in developing and implementing school recycling programs. Include background information on the company or sole proprietor, office location, office phone number and website address.
- A proposal describing the Proposer's understanding of the detailed scope of work, specifying tasks, and estimated timeline for completing tasks.

- Description of work performed in the solid waste and recycling industry, K-12 public and private schools and public agencies in the past three (3) years.
- Information on projects performed over the past three (5) years that are similar in scope or related to the consultant services requested in this RFP. Staff contacts and phone numbers for the companies/jurisdictions listed as past or current clients shall be included in the proposal. A description of the services rendered and samples of materials developed should be included for those projects that are most comparable to the services requested in this RFP. The work experience listed may extend more than five years into the past, and will be considered, but must include projects that were completed less than five years ago.
- Proposer shall provide a total “not-to-exceed” project budget that includes all labor and expenses related to the development of school site recycling programs in the CCCSWA service area. It is the policy of the agency that such a cost estimate, while important, shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals have first been evaluated as to the proposer’s experience, qualifications, professionalism, quality of work, and approach. Cost estimates shall generally be used to evaluate whether a service proposal is reasonable and realistic in light of the program requirements. The proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional services agreement.
- List of at least four references who are clients for whom you have done similar work in the past.
- Describe the experience and qualifications and any other vital information of all key individuals who may be assigned to perform services described in this RFP. Key personnel include partners, managers, associates, and other professional staff that will perform work and/or services in this project.
- Modifications received after the date proposals are due will not be accepted. Modification or corrections of proposals may be made up until the date they are due. All modifications or corrections shall be made by the respondent completely replacing the previously submitted proposal, so as to reduce any possible confusion.

8. PROPOSER’S COSTS

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

9. PROVIDER(S) SCOPE OF WORK

Although the Provider(s) will work under the supervision of the CCCSWA, they will be responsible for planning, coordinating, implementing, and providing technical assistance to the CCCSWA service-area schools (both private and public) and to ensure school site recycling and education. The Consultant will act as liaison between the CCCSWA and the seven K-12 public school districts and the CCCSWA. The Consultant will also work with the on-site school administration; teachers, custodial staff, environmental clubs, parents and students, and will also work with the school's existing solid waste and recycling service providers.

The Consultant will also plan, coordinate, and implement educational programs and activities promoting waste prevention, reuse, buy-recycled, composting, recycling, and yard clippings diversion for CCCSWA area public and private schools. An annual plan which outlines program goals and supporting activities will be required prior to the beginning of each school year.

The following are some examples of tasks to be completed:

1. Complete an initial assessment of the recycling and green waste programs in place currently at each school site and maintain a database of this information. The CCCSWA will provide an initial database for the Consultant to use to begin this task.
2. Work to implement and expand each school site recycling program.
3. Manage the Wastebusters Program which rewards schools for their recycling efforts; enhance activities for schools that are already participating in program and expand activities for schools who are not participating.
4. Expand and implement the Commercial Food Recycling Project into schools that are not participating in the program.
5. Develop and maintain a monitoring system to determine progress and success of recycling programs in terms of increased waste diversion and reduced waste disposal costs.
6. Order recycling containers for school sites, as needed, at CCCSWA's expense.
7. Research, promote and develop waste prevention, reuse, buy-recycled, recycling and composting activities in schools such as classroom presentations, school assembly programs, activities, and special events to educate students about these concepts.
8. Create and revise educational materials (guides, posters, videos, etc.) to promote recycling in the schools.
9. Coordinate and expand school field trips program to transfer station and recycling facilities operated by CCCSWA franchisees.
10. Develop, promote and conduct teacher training workshops on these concepts.
11. Work with other organizations that provide environmental educational services to CCCSWA service area schools. (Lindsay Museum, Contra Costa County, Earthcapades, Central Contra Costa Sanitary District, CCC Clean Water Program).
12. Represent the CCCSWA in the various education fairs and community events.
13. Review, edit, update, develop, promote, and distribute curricula as required.
14. Order and assemble all materials needed for the education program.
15. Sponsor student contests, if applicable.

16. Develop and manage school education budget.
17. Respond to requests for information and materials from schools.
18. Research and apply for grants supporting waste reduction, reuse, recycling, and buy-recycled educational programs and outreach.
19. Present an annual “4Rs Schools Waste Reduction and Recycling program” presentation to the CCCSWA Board of Directors every January.
20. Prepare and submit detailed time/budget records on a monthly basis.
21. Develop a quarterly 4Rs Schools Newsletter for teachers, administrators and parents.
22. Develop creative ideas for all school ages keeping them interested in recycling and waste prevention issues.

10. FINANCIAL STATEMENTS

Proposer must provide the Company’s Organizational Annual Report for the last three years. Proposer must also include one (1) copy, with the original proposal, of an independently audited financial statement for the most recent completed fiscal year. If an audited financial statement is not available, please provide an unaudited financial statement, along with a certification from the owners and the company’s accountant that the information accurately reflects the company’s current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business’ current financial status.

11. EVALUATION OF PROPOSALS

The proposals will be evaluated by the Executive Director and CCCSWA staff that will, in turn, make a recommendation to the full Board of Directors. The Board of Directors will make the selection decision based on the criteria included in this RFP and other relevant criteria, as the Board may deem appropriate. In general, the following evaluation criteria will be used in the selection process (not in order of ranking):

- a) Proposer's specialized knowledge, experience, qualifications and technical competence in the area of recycling program administration and environmental education.
- b) Proposer’s experience in working within the public schools system.
- c) Thoroughness, completeness, and creativity of the Proposer’s proposal.
- d) Proposed costs.
- e) Data collection and information systems.
- f) Quality of proposal.
- g) Plan for diversion of materials.
- h) Safety/Liability.

Required Knowledge, Skills, Capabilities and Experience

- Experience working with local Bay Area public and private schools and districts.
- Knowledge of solid waste, recycling and environmental protection concepts, methods and techniques.
- Ability to work with teachers, school administrators, custodial staff, students, parents and various public agencies.
- Bachelor's degree in education, at minimum, environmental studies, or a related field.
- Experience in teaching, curriculum development, and educator training.
- Ability to communicate clearly, both orally and in writing, including the preparation of educational and promotional materials, reports, and public presentations.
- Ability to work independently and in a team environment.
- Organized, creative, and personable.
- Ability to work well under pressure, with a diverse group of people, and handle multiple projects simultaneously.
- Knowledge of computers, especially Windows, Microsoft Word, and Excel.
- Ability to meet deadlines, work evenings and weekends as needed and a full commitment to the Schools Program.
- Possession of a valid California Driver's License for all staff involved.
- Ability to meet CCCSWA's insurance requirements (see requirements below).
- Ability to pass background checks and fingerprinting (for selected contractor(s) a background check will be performed).

12. ACCEPTANCE OR REJECTION OF PROPOSAL

The CCCSWA reserves all its rights and options including, without limitation:

- a) To reject any and all proposals that fail to meet the requirements of this RFP;
- b) To accept proposals that are, in the judgment of the agency, in the best interest of the agency and the schools;
- c) To request clarification from any respondent;
- d) To reject any and all non-responsive proposals;
- e) To waive irregularities in any proposal that the agency may elect to waive;
- f) To reject all proposals without cause; or
- g) To issue subsequent requests for new proposals.

13. ORAL INTERVIEWS

There will be two oral interviews scheduled for selected proposers. First round interviews will be scheduled for the week of February 13, 2012. Selected proposers will be invited to meet with the Executive Director for a final interview (date will be determined). The CCCSWA

reserves the right to select a consultant(s) based on an evaluation of the written proposals received, thereby eliminating oral interviews.

14. CCCSWA BOARD OF DIRECTOR’S REVIEW

The CCCSWA Board of Directors will review staff’s recommendation and award a contract for a Provider(s) at its May 31, 2012 Board meeting.

15. SCHEDULE FOR SELECTION OF PROVIDER(S)

<u>Action</u>		<u>Date</u>
Request for Proposal (RFP) issued	-	December 12, 2011
Deadline submission of Proposal to CCCSWA	-	January 23, 2012
Agency staff to review proposals	-	January 30, 2012
Agency staff interviews (first round)	-	To be announced
Selection of consultant(s)	-	To be announced
Contract submitted to Board for consideration	-	To be announced
New contract begins	-	July 1, 2012

16. AWARD OF CONTRACT

The CCCSWA intends to select one or more providers/contractors through this RFP process that are believed to be able to provide the best value to the agency. The selected provider/contractor(s) will manage a comprehensive Schools Program that implements waste management best practices to promote source reduction, recycling, composting and environmentally safe land disposal.

The CCCSWA reserves all its rights in this RFP process, including not selecting a provider/contractor through this process.

The CCCSWA will notify the winning proposer prior to requesting Board of Director’s approval. The contract will be awarded and signed in time for execution beginning July 1, 2012.

17. INSURANCE REQUIREMENTS

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Errors and omissions liability insurance appropriate to Consultant's profession.

b. Minimum Limits of Insurance.

Consultant shall maintain policy limits of no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Worker's compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

1. General Liability and Automobile Liability Coverages.

- a) The CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.
- b) Consultant's insurance coverage shall be primary insurance as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Consultant's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.
- d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage.

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

3. All coverages.

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

e. **Acceptability of Insurers.**

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

f. **Verification of Coverage.**

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

g. **Safety and Accidents.**

Consultant shall comply with all laws and industrial safety standards. Consultant shall perform the work in full compliance with applicable state and federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Consultant's employees and subcontractors' employees. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the CCCSWA's Executive Director by telephone.