

**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

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P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

June 7, 2013

**To:** All Prospective Contractors

**RE:** "Study to Identify Potential Long-Term Threats and Financial Assurance Mechanisms, DRR13011"

**Addendum No. 1  
To the RFP Primary Method DRR13011**

**The following questions were received during the Questions and Answers period.**

- Q1. In view of the approaching timelines in this project, has there been any progress on the prerequisite funding matter?
- A1. At this time, no funding has been received for this project.
- Q2. Can we have a copy of the previous report?
- A2. The "staff report" contains the analysis of the contractor's report and the contractor's report. The reports are combined and available as one document. The report is posted on the CalRecycle website at <http://www.calrecycle.ca.gov/SWFacilities/Financial/2007Study/>.
- Q3. Can we have a copy of the economic model used previously?
- A3. The economic model is not considered to be public record and CalRecycle does not release it to the public. It will be shared confidentially with the selected contractor after awarding the contract.
- Q4. Can we have a copy of the fee proposal from the contractor who won this work last time?
- A4. Unfortunately, since the last contract for this service expired in 2007, the file is no longer available to access from our archives.
- Q5. The **indemnity provision** reads:
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or



resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

Aon and other large firms cap their liability under these clauses. Will the State accept a \$1,000,000 cap?

A5. We cannot modify the language of the “INDEMNIFICATION” term in the General Terms and Conditions.

Q6. Item 16 on page 4 of the Special Terms and Conditions has a **workers compensation insurance requirement**. We request it be modified to read:

16. INSURANCE: When required, the Contractor must provide: verification of Worker’s Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle’s intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle. The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- A. The dates of inception and expiration of coverage shall be specified.
- B. CalRecycle is not liable for the payment of premiums or assessments on said policy.
- C. The insurance coverage shall be on an occurrence basis only.

The Contractor agrees to provide, at least ten days written notice prior to said expiration or cancellation and issue a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

With respect to the current clause 16:

1. Other parties are not named as additional insured on worker compensation coverage (16A).
2. Workers compensation coverage does not usually have a \$1,000,000 limit. The limit is either “statutory” or a high amount such as \$10 million (16C).

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A6. We can modify the “INSURANCE” term to read as follows

16. **INSURANCE:** When required, the Contractor must provide verification of Worker’s Compensation insurance. The Contractor must provide said verification to CalRecycle within ten (10) days after notification of CalRecycle’s intent to award the Agreement. The Agreement will not be executed nor can work begin unless said verification is provided to CalRecycle. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Q7. **Scope of Task 2, Subtask 4.** Please clarify whether “landfills” refer only to municipal solid waste landfills, or must the Proposer also undertake a review and analysis of other states’ policy/regulations on the use of captive insurance for other types of solid waste landfills, for hazardous waste landfills, and for radioactive waste landfills, including uranium mining landfills? Additionally, please clarify whether the summary of explanations from states include for all types of landfills or only solid waste landfills?

A7. The landfills to be reviewed are those that satisfy the definition of “solid waste landfill” per California Public Resources Code (PRC) section 40195.1. The definition of “solid waste” is provided in PRC section 40191. The code sections can be viewed online at <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Q8. **Small Business Preference and Disabled Veterans Business Enterprise Preference.** Please verify whether small business and disabled veterans business enterprise participation are requirements for proposal acceptability or options for which preference will be given?

A8. These are available options for which preference will be given.

Q9. **Type of Contract to be Awarded.** Please clarify whether CalRecycle intends to award the contract on a firm-fixed price, time and materials, or other basis.

A9. The contract will be awarded based on the criteria as provided in Attachment B – Proposal Scoring Sheet, including the proposer’s cost.

All other terms, conditions, and requirements of this RFP will remain the same.



If you have any questions relating to this RFP process, please contact me by e-mail at [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov).

Sincerely,

*{Original Signed By}*

Wendy Roberson  
Contract Analyst  
Administrative Services Branch

Attachments



CalRecycle has not confirmed the certification status of firms who have identified themselves as CA Certified Small Business (SB) or Disabled Veterans Business Enterprise (DVBE).

Contact (First & Last Name)	Email	Company	Mailing Address	SB	DVBE
Kimberly Erwin	<a href="mailto:kerwin@hfh-consultants.com">kerwin@hfh-consultants.com</a>	HF&H Consultants, LLC	201 N. Civic Drive, Suite 230 Walnut Creek, CA 94596	X	
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