



# City of Sunnyvale

## Specialty Solid Waste and Recycling Request for Single-Source Collection Proposal



**CITY COUNCIL REVIEW DRAFT**  
**February 4, 2020**



HF&H Consultants, LLC

*This document is formatted for double-sided printing*

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**ATTACHMENTS**

- Attachment A    Draft Agreement
- Attachment B    Communication Guidelines
- Attachment C    Cost Proposal Forms
- Attachment D    Secretary’s Certification
- Attachment E    Iran Contracting Certification

## SECTION 1: INTRODUCTION

### Overview

Bay Counties Waste Services, Inc., dba Specialty Inc., is nearing the end of a thirty-year franchise awarded by the City of Sunnyvale (City) to collect solid waste, recyclables, and organic materials from residents, businesses, and construction sites, and to deliver the collected materials to the SMaRT Station® for processing. The franchise, and the current amended agreement, will terminate on June 30, 2021. The City values the long-term relationship with Specialty, and believes that the continuity that results from having a single contractor provide these services over this long period has resulted in a fair and equitable arrangement that has benefited ratepayers. The City, and its residents and businesses have experienced high quality service delivery, an unusual degree of flexibility in responding to regulatory requirements for new or modified services, and the ability to realign compensation to actual costs on an ongoing basis.

On December 18, 2018, the Council directed City staff to conduct a “single-source” negotiation process with Specialty, with the goal of entering into a new agreement commencing July 1, 2021 and with the accompanying award of a new franchise. The City’s future needs will be significantly shaped by the need to implement, and to comply with the organics management provisions of SB 1383 “Short-Lived Climate Pollutants Reduction Act”.<sup>1</sup> The beginning of the new agreement will coincide well with the January 1, 2022 start date for SB 1383, and allows for a smoother “ramp-up” in activity prior to that date. At the December 18, 2018 Council meeting the Council also reviewed the findings and recommendations of an assessment of Specialty’s performance. While positive overall, the assessment identified some areas for improvement in the quality of collection services, the provision of customer service, and management responsiveness to be addressed in future contracting.

This Request for Proposal (RFP) details the RFP process and the specific issues Specialty should address in its proposal, and includes the draft agreement and proposal forms. The City is also interested in, and encourages Specialty to provide its own ideas related both to the City’s requests as specified in the RFP as well for other issues.

### Organization of Proposal Request

The remainder of this RFP addresses:

- Section 2 Process Information - Provides the City’s goals and objectives, City’s rights with regard to the procurement process, procurement schedule, and the proposal submittal process.
- Section 3 Required Proposal Content – Provides the required scope of collection services and proposal format.

<sup>1</sup> SB 1383 Short-Lived Climate Pollutants Reduction Act (Lara, 2016), has the goals of reducing statewide disposal of organic waste from 2014 levels by 50 percent by 2020 and 75 percent by 2025, and establishes a 2025 target of recovering for human consumption at least 20 percent of the amount of edible food that is now disposed. Decomposition of disposed organic materials creates methane, a potent climate change gas.

Attachments include:

- Attachment A - Draft Agreement (Agreement)
- Attachment B - Communications Guidelines
- Attachment C - Cost Proposal Forms
- Attachment D - Secretary's Certification
- Attachment E - Iran Contracting Act Certification

## **SECTION 2: PROCESS INFORMATION**

### **City's Goals and Objectives**

The City's goals and objectives for future services:

- Maintain a high-level quality of collection service
- Operate in a manner where safety and environmental protection are the highest priorities
- Provide timely, courteous, and responsive customer service
- Ensure the cost effectiveness of the services provided
- Ensure collection services play their necessary role in meeting City goals and policies for zero waste, zero litter, climate action, and sustainability
- Meet all regulatory requirements, including compliance with SB 1383
- Ensure a fair and equitable agreement for ratepayers, the City, and Specialty

### **Communications and Clarifications**

Specialty should at all times adhere to the communications guidelines provided in Attachment B.

All contact with the City during this solicitation process will be through Jim McHargue, Solid Waste Programs Division Manager. All clarifications of the RFP, modifications to the RFP, or any new information provided by the City will be provided in writing, including by email.

Should Specialty staff note any discrepancies or omissions in this RFP, a need to clarify the RFP, or wish to meet to discuss any aspect of the RFP, please contact Mr. McHargue via email at [JMchargue@sunnyvale.ca.gov](mailto:JMchargue@sunnyvale.ca.gov).

The City will provide Specialty any addenda to the RFP document. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to Specialty by the City may be relied upon. Specialty's proposal will acknowledge receipt and review of each addendum. Oral statements made by City staff, consultants, or other parties are not binding on the City.

### **Rights Reserved by the City**

The City is not obligated by the submission of a proposal to respond in any specified manner. The City reserves the right, in its sole discretion, to pursue any or all of the following actions with regard to this RFP:

- Issue addenda to the RFP.
- Request additional information and/or clarification from Specialty.
- Extend the deadline for submitting the proposal.
- Permit the timely correction of errors and waive minor deviations.
- Withdraw the RFP.

- Remedy technical errors in the process.
- Reject the proposal if it does not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications, is incomplete or contains errors, inconsistencies, false, inaccurate, or misleading information.
- Waive informalities and minor irregularities in the proposal.
- Approve or disapprove the use of particular subcontractors.
- Amend the proposed Agreement (Attachment A).
- Amend the City's Municipal Code.
- Take any other action it deems in the best interest of the City, its residents, and businesses.
- Issue additional RFP(s) on a competitive basis should the City be unable to enter into a satisfactory sole-source Agreement with Specialty or award a new franchise agreement to a different company without requesting proposals.

## General Process Agreements

This RFP does not constitute an agreement of any kind between the City and Specialty.

This RFP does not obligate the City to award the Agreement to Specialty or to proceed with the development of any project or service described in response to this RFP.

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

Submittal of a proposal shall be deemed a representation that Specialty 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 Specialty'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 particular terms and conditions is expressed in writing in the proposal.

Submittal of a proposal signifies that Specialty commits that all information contained in the proposal is true and correct.

Submittal of a proposal signifies Specialty's commitment to provide the proposed services. The proposal and the related pricing is to be firm until December 31, 2020. Proposals may not be altered after submittal except in response to the City's request for clarification or negotiation of a final Agreement. Acceptance of the proposal by the City obligates Specialty to enter into an Agreement with the City consistent with its proposal.

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



## Proposal Submittal

Please submit five USB flash drives, each labeled “Proposal”, that contain an Acrobat Adobe PDF version of the entire proposal (excluding cost forms), and a Word version of the proposal (excluding cost forms). In addition, submit two USB flash drives, each labeled “Cost Forms”, that contain the Excel version of the cost proposal forms (i.e., those provided in Attachment C of the RFP). Please number all pages in a manner that clearly indicates their order.

The package should be clearly labeled:

“PROPOSAL FOR RECYCLABLE MATERIALS, ORGANIC MATERIALS, C&D MATERIALS, AND SOLID WASTE COLLECTION”

Attention: Jim McHargue  
Solid Waste Programs Division Manager  
Environmental Services Department  
City of Sunnyvale  
505 W. Olive Ave., Suite #130  
Sunnyvale, CA 94088-3707

Specialty may be asked to clarify information through writing, interviews, negotiations, or site visits with City staff or consultants.

## Proposal Submittal Schedule

The following schedule may be modified at the City’s sole discretion.

**RFP Schedule\***

Activity	Preliminary Dates
Issuance of RFP to Specialty	February 14, 2020
Submittal of Proposal	April 3, 2020
Complete Evaluation	May 15, 2020
Council Study Session	Mid-June
Complete Negotiations	Late August
Council Award	Mid-September
<b>Commencement of New Agreement</b>	<b>July 1, 2021</b>

\* Dates are subject to change by the City.

## Limits on Disclosure of Proposal

The City has determined that the public interest will be best served if the proposal submitted in response to this RFP, and all other written materials related to the RFP, proposal, and negotiation process are not

made available for review by third parties until (1) the date on which the Council agenda recommending Council action on the Agreement is publicly noticed, (2) the date on which the City formally withdraws or cancels the RFP or (3) such other date if the City decides to make such information public. In any event, all materials received from Specialty, other than those identified as entitled to protection under Government Code Section 6254(k) as trade secrets, will be made available for public review no less than three (3) days prior to the date on which the City Council will consider the staff recommendation or upon the withdrawal or cancellation of this RFP.

The following procedures will be followed in order to implement this policy:

1. Materials which Specialty considers to contain proprietary, trade secret information entitled to protection from disclosure under Government Code Section 6254(k) must be clearly marked on each page as "CONFIDENTIAL". Marking materials as CONFIDENTIAL does not guarantee that they will qualify as such. Any dispute regarding whether materials qualify as trade secrets shall be subject to the procedures set forth below.
2. If the City receives a request to review and/or copy materials submitted by Specialty prior to the date on which the material becomes public as explained above or someone seeks claimed CONFIDENTIAL information, the City may decline to release those materials pursuant to Government Code Section 6255.
3. If the City does so and the person submitting the request files a legal action against the City seeking its release, the City will notify Specialty and will not oppose a motion by Specialty to intervene in the action. Specialty must either intervene or agree to pay the City's legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the City will have no obligation to defend the action and may release the information sought without any liability whatsoever.
4. Specialty shall not be entitled to seek or receive damages against the City or recovery of its attorneys' fees from the City as a result of any dispute related to the release or withholding of information submitted in response to this RFP.

## **Disclaimer**

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

## **SECTION 3: REQUIRED PROPOSAL CONTENT**

Section 3 describes the City's required proposal content related to a set of broad topics, core services, and new or modified services. The City encourages Specialty to propose additional or alternative means to address any of the identified service needs, or to provide other services that would be of benefit to the City and to ratepayers.

### **Broad Proposal Topics**

The following are key issues that Specialty should directly address in its proposal, as well as reflect in proposing specific services.

#### **Strong and Responsive Management**

The City anticipates continuation of the company's past strong management practices, including proactive steps to identify and solve issues and to provide a high level of responsiveness to City requests. Please propose how Specialty will address the provisions of the draft agreement related to the importance of strong and responsive management.

#### **Technology**

The City expects Specialty to continue, and to build on its experience as a technology innovator and adaptor, and to work in a cooperative and collaborative manner with the City as it expands its use of technology related to customer service and billing. Please propose how Specialty will address the provisions of the draft agreement related to current and future use of hardware and software, including tracking industry innovation, identifying issues and technology for discussion with City staff, and pilot testing of new technology and approaches.

#### **Customer Service**

The City anticipates continuation of, and ongoing improvement in Specialty's provision of high quality customer service delivery. City and Specialty staff work in close coordination to provide customer service, and "have the same customers" – the residents and businesses of Sunnyvale. The City desires to have a stream-lined and seamless customer service program where one call or one electronic inquiry can be made, regardless of the issue, and it will be quickly and efficiently resolved. Please propose how Specialty will address the provisions of the draft agreement related to all aspects of customer service including, in part, rapid resolution of customer issues and complaints, management of work order closure, and cross training with City staff to ensure use of consistent approaches.

#### **Company Staff Responsibilities and Training**

Successful company compliance with SB 1383 requirements will place greater responsibility on Specialty staff, including route supervisors, drivers, and customer service representatives. Please address how Specialty will provide staff with the training necessary to address these expanded roles, as well as meet the specific training requirements contained in the draft agreement.

#### **Use and Management of Subcontractors**

The City expects Specialty to use, and to be solely responsible for managing subcontractors to assist in provision of service. In particular, the City is requiring use of a specialized subcontractor(s) to assist with the provision of SB 1383 services. Please address how Specialty will meet the general subcontractor

management requirements of the Agreement as well as managing the subcontractor(s) that will be assisting with the provision of SB 1383 services.

### **Recordkeeping and Reporting**

The Agreement requires significantly more recordkeeping and reporting than is currently required. Assisting the City in tracking data that is required to be reported by AB 901, generally, and specifically. SB 1383 will be an important added element of recordkeeping and reporting. Please address how Specialty will meet the recordkeeping and reporting requirements of the Agreement in general, including staff roles and responsibilities, and specifically for SB 1383.

### **Core Services**

In general terms, the RFP and Agreement anticipate continuation of services as currently provided by Specialty. Specialty should carefully review the draft agreement and the RFP to fully understand how, and to what degree the City anticipates changes in the current provision of existing services. Prior to developing its proposal, Specialty should request any necessary clarification of City intent regarding the distinction between core services and the new/modified services described below so that the pricing for core services provides an accurate baseline for compensation.

### **New or Modified Services**

The following are new and/or modified services that Specialty should address in its proposal. For each area, be specific regarding anticipated labor requirements (level of effort in hours per year), equipment needs and capital requirements, required or discretionary use of subcontractors, and provide an implementation schedule detailing the steps, roles and responsibilities, and timeframe necessary to meet the request, including staff hiring and training and equipment acquisition. Clearly document all assumptions. The cost forms (Attachment C) provide for discrete pricing for the services. Final City direction regarding Specialty implementation of some of the services beginning July 1, 2021 may be contingent on Specialty's success in "ramping up" AB 1826 compliance efforts during FY 20-21.

### **Multi-Family Organics (FoodCycle, Expanded Yard Trimmings)**

The City is interested in implementing FoodCycle, or similar food scraps collection program for some or all multi-family residents. SB 1383 also requires collection of multi-family yard trimmings, whether through the contractor or landscaping services.

Please propose a FoodCycle or similar food scraps collection program that addresses the requirements of the draft agreement, and provides for service consistent with variations in how multi-family collection services are now provided including type of complex, container types, and container locations (centralized and/or decentralized).

Propose how this food collection service should be phased-in (compliant with SB 1383), including over time, by geographic area, and/or complex size (number of units), and how each Multi-Family complex will be contacted to ensure compliance.

For multi-family yard trimmings, please propose a process for identifying: 1) complexes that generate yard trimmings but do not currently have collection provided either by Specialty or by landscape contractors, and how the service would be added; and, 2) complexes that do not generate yard trimmings and are not currently exempted by the City.

### **Commercial Organics (Expanded Food Scraps and Yard Trimmings)**

SB 1383 requires collection of organics, including food scraps and yard trimmings from all commercial generators unless issued a specific waiver.

Please propose expansion of the current food scraps collection program with a phase-in of the added service. The expanded food collection program should address the requirements of Exhibit B3-2 and B3-3 of the draft agreement, address coordination with any related City requests for FY 20-21, and provide for service consistent with variations in how commercial collection services are now provided including type of complex, container types, and container locations (centralized and/or decentralized). Include in the proposal how all required businesses will be contacted to ensure compliance.

For commercial yard trimmings, please propose a process for identifying: 1) complexes that generate yard trimmings but do not currently have collection provided either by Specialty or by landscape contractors, and how the service would be added; and, 2) complexes that do not generate yard trimmings and are not currently exempted by the City.

### **Multi-Family Bulky Collection**

The City is considering providing a bulky material collection program for multi-family complexes. Key variables in developing the program include:

- Variation in property type and size, from five units to well over 100 units.
- Equity in how the service is provided such that the level of available bulky collection service mirrors the overall collection service level received and paid for by each complex.
- The need is primarily a function of tenant move-ins and move-outs, when large amounts of material are generated and often left on the curb (or elsewhere).
- Provision of a service that is cost-effective, successful in meeting customer needs, and that helps reduce illegal disposal.

City and HF&H staff discussed this issue in meeting with Specialty, and Specialty provided an initial draft approach. Please provide a proposal that addresses the requirements of the draft agreement, and offers this service to multi-family property managers on a per-unit basis, such as one cleanup annually per unit. Please address labor and equipment needs based on the following assumptions regarding how many multi-family units would annually receive this service City-wide:

- 5 percent of total multi-family units
- 10 percent of total multi-family units
- 25 percent of total multi-family units

Identify the total service levels at which added labor and equipment would be required.

Specialty should also address whether it believes that such a service should be phased-in over time, whether by geographic area based on patterns of illegal disposal, by complex size (number of units), and/or other factors.

As a result of the earlier discussion with Specialty, the company suggested a different approach that provided quarterly cleanups per complex on a first come, first served basis. We appreciate this effort, but

are concerned that this approach appears to treat all complexes the same, regardless of size. The City is open to further consideration of the approach, and Specialty is welcome to propose it in addition to the above approach, with added detail from that previously provided.

### **Bulky Collection Reuse**

The City is interested in determining the feasibility of adding a reuse component to the current single family bulky collection program, and possibly to a new on-call multi-family bulky collection program. The following is one approach taken in other communities to collect reusable items:

1. During customer contact to arrange the on-call appointment, Specialty's customer service staff determine whether there are reusable items that will be set-out for collection.
2. A flat-bed truck makes an initial pass to collect items that can be donated, prior to separate collection of non-reusable materials.

The collected material might be taken to SMaRT and/or donated to one or more not-for-profits for resale. The collection might also be done by a not-for-profit. Please propose how Specialty believes such as process might best work, the cost to provide the service, and identify one or more not-for-profits that might be interested in participating in a pilot.

### **City Facilities, Parks, and Schools (Yard Trimmings)**

The City wishes to add yard trimmings collection for City facilities including parks and schools, as provided in Exhibit B4-3 of the Agreement. Please propose how this service will be provided, including how Specialty will identify facilities that generate yard trimmings and need the service, how it will be integrated with other collection services now provided to these facilities, the extent to which existing yard trimmings routes can be used, and any additional equipment or labor needs. The proposal should also address collection of orchard trimmings from Olson's Orchard.

### **Technical Assistance**

Implementation of SB 1383, and successful roll-out of the new/expanded multi-family and commercial organics programs described above will require expertise in providing technical assistance, customer education, and outreach in a manner that results in positive behavior change. The Agreement provides that Specialty may be required to coordinate with a third party City contractor specializing in technical assistance to provide these direct services as well as to train Specialty staff in providing them. Please propose two discrete levels of effort by Contractor staff based on the requirements of the Agreement, with related pricing. Provide a succinct scope of work for each level of service that will provide the City a clear understanding of the tasks Specialty will undertake, how the tasks will be managed and conducted, the relative roles of Specialty and City contractor staff, and the associated levels of effort for each. Assume the City will develop and design the majority of the outreach collateral and strategy and Specialty will implement the approach, with close collaboration from the City.

### **Pilot Projects**

Specialty should consider areas in which conducting a pilot will better ensure that Specialty can provide an effective and successful full-scale program. In particular, consider how a pilot may assist in fine-tuning for a smooth rollout of a multi-family FoodCycle program.

### **Other SB 1383 Requirements**

With relation to SB 1383, please also propose how Specialty will address the following components of the Agreement:

- Labeling collection containers and complying with container color requirements by January 1, 2022, in coordination with any City requests for container labelling and/or color changes for FY 20-21.
- Conducting on-route contamination minimization requirements, including the specific roles of drivers, route supervisors, other Specialty staff, and subcontractors.
- Provision of SB 1383 collection waivers, should the City choose to adopt them, including suggestions for a process to identify eligible generators and provide waivers.
- Potential City adoption of contamination surcharges, including suggestions for structuring, and setting the amount of such fees.
- Providing a wider range of options for commercial organics collection to capture more material, such as frontload collection of yard trimmings and fiber.
- Identifying commercial edible food generators, and conducting inspections as requested by the City.
- Conduct periodic “lid flipping” and collection of material for sorting at SMaRT, including equipment and staffing needs, use of subcontractors, etc. Provide unit pricing as specified in the cost forms.
- Conduct annual route reviews, including equipment and staffing needs, use of subcontractors, etc. Provide unit pricing as specified in the cost forms.

### **Cart Washing**

In late 2019 the City surveyed single family residents about the FoodCycle program. The survey found that participation rates are high, and that most residents put food in the food side of the cart at least once a month. But about 23 percent of residents are not putting food scraps in their cart due to hygiene-related concerns.

Please propose a system that would provide residents the opportunity to have any cart(s) washed by Specialty, or by a subcontractor for a reasonable fee. The City anticipates that customers would be able to schedule the service in a manner similar to an on-call pick-up. Please address:

- Use of a technology that provides for self-contained reuse of a minimal volume of water.
- How used water will be disposed of in compliance with the Municipal Code and all relevant regulatory requirements.
- Any other relevant issues or needs.

### **Downtown Service Area**

City and Specialty staff have recently discussed the need for creative collection methods to accommodate added building density in the downtown service area. This area is shown on the map contained in Exhibit L of the Agreement. Among the key issues are tight space and low ceilings in parking garages, added traffic,

and hours of collection in a mixed use setting. Specialty has provided preliminary information regarding a suggested approach. Please provide a full proposal addressing equipment and staffing needs, any related changes to existing routes due to provision of this service, and a recommendation for assessing a customer rate for any necessary additional level of service.

### Collection Routing

Identify and describe the processes, procedures, and technology you propose to use to meet the requirements of the Agreement for: 1) routing; 2) route sequencing; and, 3) route mapping. During the latter half of 2019, Specialty identified and evaluated a number of options for enhanced use of technology to provide GPS tracking that optimizes the ability to create electronic routes and maps. Please present a proposal for the use of one or more technologies fully documenting how they will be used.

### Vehicle Fleet and Fuel

**Electric Vehicles** – With recent Council adoption of the Climate Action Playbook it is City policy to transition vehicle fleets to electricity.

1. Please provide information on current electric vehicle costs and performance. Address the results of the Palo Alto and Seattle pilots and others as applicable, and identify relevant pending pilots or studies.
2. Identify and discuss current technical constraints and factors that influence the pricing “break point” at which annualized capital and operating cost tradeoffs for electric vehicles would match those of vehicles in the current fleet.

**Transition of Fuels** – Please provide a plan for transitioning from compressed natural gas (CNG) to electricity, once the latter becomes technically and economically feasible for collection services. The plan should provide for a defined transition to an electric fleet based on specific replacement schedules for existing equipment. The plan will be included in the agreement, and revisited periodically to reassess the timing of the transition to an electric fleet. Specialty’s proposal should detail its plans for use of renewable natural gas (RNG) as a “bridge” fuel, including addressing cost and technical issues, and options for accessing and using SB 1383-compliant RNG to assist the City in meeting the procurement requirements of SB 1383. Specialty’s 11/1 submittal did not specifically address SB 1383 compliance.

**Fueling Station Operations** – The current CNG station operations/maintenance subcontract with Trillium ends with termination of the current agreement. Address how Specialty proposes to provide for these services beginning July 1, 2021. Please address the elements, at a minimum:

1. Specialty expressed interest in converting to slow fill from fast fill. Please identify and address all advantages and disadvantages associated with such a conversion, including at a minimum the role of different fuels (CNG and RNG), necessary facility changes, proposed capital depreciation period, the annual capital depreciation cost, the annual labor hours and cost in terms of impact to Specialty drivers and other Specialty staff, and the likely annual cost of subcontractor services associated with operation and maintenance for each approach.
2. Address whether, and how Specialty would propose to modify the terms of the current Trillium subcontract for use with any future subcontractor.
3. Address how the fueling station could be converted for use in electric fueling, and the steps and estimated costs necessary to do so.



4. Address any proposed future use of the facility by the public or other third parties.

**Fueling Grant** – Specialty recently submitted a funding request to the Bay Area Air Quality Management District (BAAQMD) under a program “to incentivize owners of vehicles, equipment, and infrastructure in order to reduce emissions”. Please provide an update on the status of this request, provide the projected timeline for the funding request, and address how Specialty proposes to use the funds if awarded.

### **Safety Tracking**

The State Department of Industrial Relation’s (DIR) Workers’ Compensation program annually issues each business within the program a “modification rate” (MOD rate) that dictates the relative increase in its insurance premium based on the level of recent past claims. The City appreciates that Specialty, and its sister company Bay Counties Waste Services (which operates the SMaRT Station) have a favorable MOD rate, indicating a relatively strong safety record. However, the DIR measure is issued on a combined basis for both collection and processing operations, and the City would prefer to be able to individually track safety at the two operations. Please propose a process for independently tracking the safety records for Specialty and Bay Counties that allows for meaningful comparison to a benchmark such as the Workers’ Compensation MOD rate.

### **Specialty Proposals**

The City encourages Specialty to propose additional or alternative means to address any of the service needs requested above, or to provide other services that would be of benefit to the City and to ratepayers.

### **Prepare Cost Proposal**

Please complete the attached cost forms electronically, providing pricing for a base term of seven years and for a base term of ten years, excluding extensions. The forms are based on the current annual compensation application. Please clearly identify one-time start-up costs. Regardless of whether a service is proposed to be phased in over more than one year, please provide pricing on an annualized basis. Modify the forms as needed to address costs for any proposal(s) Specialty would like to offer in addition to those required by the City.

Specialty will be developing proposed pricing for services that will begin July 2021. At the same time, the City will be reviewing Specialty’s application for compensation for FY 20-21. The final City-approved pricing for FY 21-22 under the terms of the new agreement will in effect take the place of the annual compensation review that would otherwise occur. However, there may be limited adjustments in compensation that need to be made prior to the commencement of the new agreement to reflect activities over the remainder of the term of the current agreement.

Soon after City release of the RFP, and prior to beginning to work on your cost proposal, City and Specialty staff will meet to ensure there is a common understanding of how Specialty should prepare its pricing. Specialty staff should review the RFP, the cost forms, and relevant areas of the Agreement prior to the meeting. In addition to any clarifications regarding the forms, the issues to be discussed include:

1. Any changes to the existing departments and/or allocations to accommodate the requested new services.
2. Options for increased use of the operating statistics.

3. Coordination with any City requests for related services to be provided during FY 20-21, such as providing cart replacements, cart color and/or labeling changes, expanded AB 1826 services, etc.
4. The process for making any necessary modifications to final compensation for FY 21-22 based on services provided in FY 20-21.
5. The compensation application and review process for FY 22-23.

## Review Draft Agreement

Specialty should carefully review the Agreement while preparing its proposal. Specialty shall provide any proposed exceptions to the terms and conditions of the Agreement using only the “track changes” and “comment” functions within Microsoft Word. For each exception noted, please provide alternative language for the City’s consideration. The City reserves the right to determine if exceptions are reasonable. Specialty shall be deemed to have accepted and agreed to any provisions of the Agreement that have not been noted as exceptions in the proposal. In the event there is a discrepancy between the description of services provided in this section and the Agreement, the description in the Agreement will prevail.

## Proposal Format

### Cover Letter

Please provide a one- to two-page cover letter signed by the Specialty officer(s) with the right to bind the company, as evidenced by the Secretary’s Certification required in Item 6 below.

### 1. Summary

Please provide a summary description of the technical (non-cost) highlights of the proposal.

### 2. General

**A. Key Personnel** - Provide updated 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.

**B. Collective Bargaining Agreement** - Provide a copy of the current collective bargaining agreement(s).

**C. Subcontractors** - Identify all proposed subcontractors and the scope of work for which each will be responsible.

### 3. Technical Proposal

Provide full responses to the issues addressed in this section of the RFP in the following order:

- a. Broad Proposal Topics
  1. Strong and Responsive Management
  2. Technology
  3. Customer Service
  4. Company Staff Responsibilities and Training
  5. Use and Management of Subcontractors
- b. Core Services

- c. New or Modified Services
  - 1. Multi-Family Organics
  - 2. Commercial Organics
  - 3. Multi-Family Bulky Collection
  - 4. Bulky Collection Reuse
  - 5. City Facilities, Parks and Schools
  - 6. Technical Assistance
  - 7. Pilot Projects
  - 8. Other SB 1383 Requirements
  - 9. Cart Washing
  - 10. Collection Routing
  - 11. Vehicle Fleet and Fuel
  - 12. Safety Tracking
- d. Specialty Proposals

#### **4. Cost Proposal Forms**

Submit completed cost forms as described above.

#### **5. Exceptions to Draft Agreement**

Submit any exceptions to Agreement as described above.

#### **6. Completed Forms**

Provide company-executed versions of all forms attached to this RFP.

#### **7. Signed Addenda (as applicable)**

If the City has issued one or more addendum to the RFP, submit a signed copy of each addendum with the proposal.

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**Secretary's Certification**

The undersigned, being the Secretary of \_\_\_\_\_, a  
Company Name  
California corporation ("the Company"), does hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that \_\_\_\_\_ be, and hereby is, authorized to  
Name of Designated Representative  
sign the Company's proposal and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the **Solid Waste Collection RFP and Agreement, California Single-Source Proposal Request** from the City of Sunnyvale, California, and that any such action taken to date is hereby ratified and approved.

Dated: \_\_\_\_\_

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**Iran Contracting Act Certification**

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

- (1) Grantee 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) Grantee 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 Grantee to this Certification, which is made under the laws of the State of California.

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title