

**FRANCHISE AGREEMENT**  
**BETWEEN**  
**CITY OF SUNNYVALE**  
**AND**  
**BAY COUNTIES WASTE SERVICES, INC.**  
**FOR**  
**RECYCLING, ORGANICS, AND SOLID WASTE**  
**COLLECTION SERVICES**

**MARCH 2021 – FINAL**

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38 Transportation of such material to the Approved Facility(ies), that Contractor be engaged to perform such  
39 services on the basis set forth in this Agreement; and

40 **WHEREAS**, Contractor currently provides Solid Waste management services under the terms of the  
41 Extended and Second Restated Agreement dated January 11, 2005 as ,amended by a First Amendment  
42 dated as of September 30, 2010 (together the "Prior Agreement"); and

43 **WHEREAS**, the City and Contractor have attempted to address conditions affecting their performance of  
44 services under this Agreement but recognize that reasonably unanticipated conditions may occur during  
45 the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such  
46 changed conditions; and

47 **WHEREAS**, under Sunnyvale Municipal Code Section 8.16.090, the City may enter into a new franchise of  
48 up to thirty years in length and contract for the Collection, removal, and disposal of all refuse and  
49 applicable (as per Section 1.2) Recyclable Materials and Organic Materials in and from the City and the  
50 Collection rates therefor, and the City Council is authorized to enter into such agreement with any terms  
51 it deems necessary to protect the best interests of the City;

52 **NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this  
53 Agreement and for other good and valuable consideration, the Parties agree as follows:

54 **1.1 GRANT AND ACCEPTANCE OF FRANCHISE**

55 By the signing of this Agreement and as of the Commencement Date, the City grants to Contractor and  
56 Contractor accepts an exclusive franchise within the corporate limits of the City. The franchise granted to  
57 Contractor shall be for the Collection of Recyclable Materials, Organic Materials, and Solid Waste and  
58 other services described in this Agreement subject to the limitations described in Section 1.2 and except  
59 where otherwise precluded by Federal, State, and local laws and regulations. As of the Commencement  
60 Date, the award of the franchise, and the provisions of this Agreement, supersede all prior arrangements  
61 between the Parties related to the scope of services described in this Agreement, whether express or  
62 implied, with the exception of provisions of the Prior Agreement that explicitly survive termination.

63 **1.2 LIMITATIONS TO THE FRANCHISE**

64 The award of this Agreement shall not preclude the categories of Recyclable Materials, Organic Materials,  
65 Solid Waste and/or C&D Material listed below from being delivered to and Collected and Transported by  
66 others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person  
67 from obtaining any authorization from the City which is otherwise required by law:

68 A. **Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Recyclable  
69 Materials, Organic Materials, and Solid Waste generated in or on their own Premises by himself or  
70 herself or his or her employees and with his or her own vehicle and equipment.

71 B. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator  
72 and sold or donated to other Persons, including youth, civic, or charitable organizations.

73 C. **Edible Food.** A Person, such as a Person from a Food Recovery Organization or Food Recovery  
74 Service, that removes Edible Food from a Generator and Transports Edible Food for the purpose of  
75 human consumption regardless of whether Generator donates, sells, or pays a fee to the Food  
76 Recovery Organization or Food Recovery Service for such service.



- 77 D. **Materials That Contractor Does Not Collect.** Discarded Materials that the Contractor is not required  
78 to separately Collect under this Agreement as of the Effective Date but that subsequently, in the  
79 City Contract Manager's reasonable judgment, become economically feasible to Collect on a Source  
80 Separated basis for Processing or other means of Diversion. In such event, Contractor shall have the  
81 exclusive right-of-first refusal to Collect such materials if the Parties mutually agree on an  
82 adjustment in Contractor's Payment as provided in Article 8. If the Parties cannot reach such  
83 agreement, the City may provide for Collection of such materials in any manner it deems  
84 appropriate. In such instance, Contractor may not enforce its exclusive franchise rights in a manner  
85 that would prevent the Collection of material that Contractor is unable or unwilling to Collect.
- 86 E. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container  
87 Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- 88 F. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials,  
89 Organic Materials, Solid Waste, Construction and Demolition Debris (C&D), and Bulky Items  
90 removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service,  
91 construction contractor, Residential clean-out service) as an incidental part of the service being  
92 performed, rather than as a separately contracted or subcontracted hauling service.
- 93 G. **In-Place Composting.** Organic Materials Composted or otherwise legally managed at the site where  
94 it is generated (e.g., backyard Composting, on-site anaerobic digestion).
- 95 H. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or  
96 butcher shops, grease, or used cooking oil.
- 97 I. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit,  
98 and screenings.
- 99 J. **Excluded Waste.** Excluded Waste regardless of its source.
- 100 K. **Materials Generated by State and County Facilities.** Materials generated by State and County  
101 facilities located in the City, including but not limited to any public school district, provided that the  
102 Generator has arranged services with other Persons or has arranged services with the Contractor  
103 through a separate agreement.

104 If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting  
105 and Transporting Recyclable Materials, Organic Materials, Solid Waste and/or Construction and  
106 Demolition Debris (C&D) in a manner that is not consistent with this Agreement or the Sunnyvale  
107 Municipal Code, it shall report the location, the name and phone number of the Person or company to  
108 the City's Contract Manager along with Contractor's evidence. In such case, City Contract Manager may  
109 notify the Generator and Person providing service of Contractor's rights under this Agreement and  
110 Contractor shall have the right to take legal action to enforce its rights.

111 This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now  
112 and during the Term of the Agreement. If future judicial interpretations of current law or new laws,  
113 regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of  
114 services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees  
115 that the scope of the Agreement will be limited to those services and materials which may be lawfully  
116 included herein and that the City shall not be responsible for any lost profits or losses claimed by

117 Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such  
118 an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial  
119 interpretations or new laws and the Contractor may meet and confer with City Contract Manager and  
120 may petition for a Contractor's Payment adjustment pursuant to Section 8.7.

121 Contractor acknowledges that City is committed to Diverting materials from Disposal through the  
122 implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that City  
123 may implement new programs, with or without the involvement of the Contractor, that may impact the  
124 overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be  
125 entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage  
126 or from a change in the composition of Solid Waste.

127 **1.3 OBLIGATIONS OF PARTIES**

128 In addition to the specific performance required under the Agreement, City and Contractor shall:

129 A. Use their reasonable commercial efforts to enforce the exclusive nature of the franchise by the  
130 Contractor's identification and documentation of violations of the Agreement as provided in Section  
131 1.2, and the City's notification at its discretion of Generators and collection companies reasonably  
132 believed to be violating the franchise with regard to the terms of this Agreement.

133 B. Provide timely notice to one another of a perceived failure to perform any obligations under this  
134 Agreement and access to information demonstrating the Party's failure to perform.

135 C. Provide timely access to the City Contract Manager and the Contractor's designated representative  
136 and complete and timely responses to requests of the other Party.

137 D. Provide timely notice of matters that may affect either Party's ability to perform under the  
138 Agreement.

139 **ARTICLE 2.**  
140 **TERM OF AGREEMENT**

141 **2.1 AGREEMENT TERM**

142 The Term of this Agreement shall commence July 1, 2021 (Commencement Date) and continue in full force  
143 for a period of fifteen (15) years, through and including June 30, 2036, unless the Agreement is terminated  
144 pursuant to Section 10.2, or for failure to resolve issues identified in the performance review as provided  
145 in this Section 2.1. Between the Effective Date and Commencement Date, Contractor shall perform all  
146 activities necessary to prepare itself to start providing services required by this Agreement on the  
147 Commencement Date.

148 During Contract Year Seven (7) of the Term (July 1, 2027 through June 30, 2028), City shall conduct a  
149 performance review as provided in Section 6.3 of this Agreement. No later than January 1, 2029, the  
150 Director of Environmental Services or their designee shall notify Contractor in writing whether contractor  
151 has successfully resolved all substantive issues identified by the performance review related to  
152 compliance with the Agreement as provided in Section 6.3.A. If Contractor has not successfully resolved  
153 all substantive issues identified by the performance review by January 1, 2029, the Agreement shall  
154 terminate on July 1, 2031.

155 **2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

156 The obligation of City to permit this Agreement to become effective and to perform its undertakings  
157 provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may  
158 be waived, in written form only, in whole or in part by City.

159 A. **Accuracy of Representations.** The Contractor's representations and warranties made in  
160 Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the  
161 Effective Date.

162 B. **Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the  
163 insurance and performance bond required by Article 9 that is satisfactory to the City.

164 C. **Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there  
165 is no action, suit, proceeding or investigation, at law or in equity, before or by any court or  
166 governmental authority, commission, board, agency or instrumentality decided, pending or  
167 threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case  
168 or in the aggregate, would:

169 1. Materially adversely affect the performance by Contractor of its obligations hereunder;

170 2. Adversely affect the validity or enforceability of this Agreement; or,

171 3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity  
172 guaranteeing Contractor's performance under this Agreement.

173 D. **Permits Furnished.** Contractor has provided City Contract Manager with copies of all permits  
174 necessary for operation of the corporation yard and fueling station owned or operated by  
175 Contractor or any Subcontractor for use under the terms of this Agreement.

176 E. **Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement may  
177 be subject to review and repeal by the City's citizens through a referendum or similar petition, and  
178 to various types of legal and environmental challenges (such referenda, similar petition and legal  
179 and environmental challenges being referred to collectively as "Legal Challenges"). Accordingly, this  
180 Agreement shall not become effective until the City Contract Manager reasonably determines that  
181 (1) any Legal Challenges that had been initiated as of the time of such determination have been  
182 resolved in favor of the City's award of this Agreement to Contractor; and (2) the deadline to initiate  
183 any additional Legal Challenges has expired; provided, however, that Contractor shall be entitled to  
184 rescind this Agreement upon thirty (30) days' prior written notice to the City Contract Manager if  
185 such determination is not made within seventy-five (75) days after City Council approval of the  
186 Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the  
187 City, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless  
188 against any and all liability, claims, losses, damages, or expenses including reasonable attorney's  
189 fees, arising from any Legal Challenges. In the event of any election regarding a Legal Challenge, City  
190 shall meet and confer with Contractor to determine if the City will hold an election on the Legal  
191 Challenge. Contractor shall have the option of asking the City not to contest the Legal Challenge. If  
192 City decides to conduct an election, Contractor shall reimburse City for its reasonable costs of doing  
193 so.

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**ARTICLE 3.**  
**SCOPE OF AGREEMENT**

**3.1 SUMMARY SCOPE OF SERVICES**

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Collecting Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste, and Construction and Demolition Debris (C&D) generated by and placed for Collection by Customers pursuant to the requirements of Article 4 and Exhibit B;
- B. Transporting Collected materials to the appropriate Approved Facility(ies) pursuant to requirements of Article 4 and Exhibit B;
- C. Performing all other services required by this Agreement including, but not limited to, Customer billing for specified services not billed by the City, public education, technical assistance, Customer service, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and D (Reporting);
- D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- E. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees), and utilities;
- F. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,
- G. Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

**3.2 USE OF APPROVED FACILITIES**

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to Transport Discarded Materials to the Approved Facility, or Approved Facilities other than the SMaRT Station® as may be designated by City over the Term, for the purposes of Processing and/or Disposing of Discarded Materials Collected in the City. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

Contractor shall observe and comply with all regulations in effect at the Approved Facility(ies) and cooperate with and take direction from the operator(s) thereof with respect to delivery of Discarded Materials. Contractor shall actively work with the Approved Facility(ies) operator(s) throughout the Term of this Agreement to ensure that Contamination remains below the limits established by Applicable Law, including, without limitation, SB 1383.

230 City Contract Manager may, with notice of five (5) Working Days direct Contractor to temporarily use an  
231 alternative Approved Facility. Should City-directed Contractor use of an alternative Facility exceed five (5)  
232 Working Days, Contractor shall be compensated for any added Transport costs, and Facility fees to the  
233 extent Contractor is required to pay them, as provided in Article 8.

234 Should Contractor be unable to use an Approved Facility due to an emergency or sudden and unforeseen  
235 closure of the Approved Facility that is outside the control of Contractor, Contractor shall immediately  
236 notify City Contract Manager and seek direction regarding use of an alternative Approved Facility.  
237 Contractor shall not deliver Discarded Material to an alternative Facility without prior City Contract  
238 Manager approval.

239 In using an Approved Facility, City may require Contractor to obtain, or arrange to obtain, computerized  
240 scale records and to provide City Contract Manager no less than monthly data as provided in Exhibit D.  
241 Such reports shall, at a minimum, include date of receipt, inbound time, inbound and outbound weights  
242 of vehicles, and vehicle identification number. Contractor shall also maintain through the Term  
243 computerized scale records and reports providing historical vehicle tare weights for each vehicle and the  
244 date and location for each tare weight recorded.

### 245 **3.3 SUBCONTRACTING**

246 Contractor is solely responsible for management and oversight of the activities of all Subcontractors and  
247 subcontractors. Contractor shall be considered to be in breach or default should the activities of any  
248 Subcontractor constitute a breach or event of default under this Agreement.

249 Contractor shall not engage any Subcontractor without the prior written consent of the City Contract  
250 Manager, which consent will not be unreasonably conditioned, delayed or withheld, but may be  
251 conditioned on the Subcontractor's agreement not to engage its own subcontractors to perform its duties  
252 to Contractor without Contractor's consent, which consent will require the City Contract Manager's  
253 consent. As of the Effective Date of this Agreement, City has approved Contractor's use of those  
254 Subcontractors identified in Exhibit G5.

255 Should Contractor wish to engage any Affiliate as a Subcontractor in the provision of services, Contractor  
256 shall provide City Contract Manager written notification of its proposed use of such Affiliate ninety (90)  
257 days prior to intended use, and provide an explanation of any potential impacts related to the quality,  
258 timeliness, or cost of providing services under this Agreement. City Contract Manager may approve such  
259 request at its sole discretion. Alternatively, City Contract Manager may require that Contractor arrange  
260 for City to contract directly with the Affiliate under the same terms and conditions.

261 Contractor shall require that each Subcontractor file an insurance certificate with the City Contract  
262 Manager describing such Subcontractor's insurance coverage, and name City as an additional insured. The  
263 City Contract Manager may waive or excuse these insurance requirements in its sole discretion.  
264 Contractor shall require that all Subcontractors that are Affiliates comply with all material terms of this  
265 Agreement.

266 City Contract Manager may direct Contractor to engage a Subcontractor to provide a specified function  
267 directly related to the provision of services under this Agreement (such as the Transportation of Discarded  
268 Materials), and may recommend potential Subcontractors for Contractor consideration, may review  
269 proposal submittals, and may participate in interviews. Final Subcontractor selection shall be at the sole  
270 discretion of Contractor.



271 **3.4 RESPONSIBILITY FOR MATERIALS**

272 Once Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste and/or Construction and  
273 Demolition Debris (C&D) are placed in the Contractor's Containers and at the Collection location, the  
274 responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the  
275 exception of Excluded Waste if Contractor can identify the Generator pursuant to Section 5.8.B. Once  
276 Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste and/or C&D Materials are  
277 deposited by Contractor at the appropriate Approved Facility, such materials shall become the  
278 responsibility of the operator of the Approved Facility with the exception of Excluded Waste pursuant to  
279 Section 5.8.C.

280 Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain  
281 with Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its  
282 proper Disposal.

283 **3.5 CITY-DIRECTED CHANGES TO SCOPE**

284 Without amending this Agreement, City Contract Manager may direct Contractor to cease performing one  
285 or more of the types of Collection service described in Article 4 and Exhibit B, may direct Contractor to  
286 modify the scope of one or more of those services, may direct Contractor to perform additional Collection  
287 service, including pilot programs and innovative services that may entail new Collection methods,  
288 different types of services and/or new requirements for Generators, or may direct Contractor to Transport  
289 Discarded Materials to alternate Facilities (each a "City-Directed Change in Scope"). Contractor will  
290 promptly and cooperatively comply with City Contract Manager's directions.

291 If those changes cause an increase or decrease in the cost of performing the services, an equitable  
292 adjustment in Contractor's Payment will be made in accordance with Article 8. Contractor will continue  
293 to perform the new or changed service while the appropriate adjustment in compensation is being  
294 determined.

295 Contractor acknowledges and agrees that at any time during the Term of this Agreement, and without  
296 seeking or obtaining approval of Contractor, City may solicit proposals from, and may contract with, other  
297 Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this  
298 Franchise and/or to provide services not contemplated under this Agreement. In the event that  
299 contracting with other Persons for such services will reduce Contractor's Compensation under this  
300 Agreement, as described in Article 8, Contractor shall be offered the opportunity to match any other  
301 Person's proposed pricing, and retain the added services. However, nothing in this Agreement shall  
302 prevent the City from contracting with other Persons in the event that Contractor is unable or unwilling  
303 to provide such services at or below the cost proposed by the other Person.

304 **3.6 MANAGEMENT RESPONSIBILITY**

305 A. **Officers and Management.** Contractor understands and acknowledges City expectations for strong  
306 company management, proactive coordination with the City Contract Manager, and rapid company  
307 response to all City requests. Contractor's chief operating officer and general manager shall meet  
308 no less than quarterly with City management staff. Contractor's board members shall meet no less  
309 than annually with City management staff. As provided in Exhibit D, Contractor shall provide an  
310 updated organization chart on or before the Commencement Date, and shall provide a newly  
311 updated organization chart each year thereafter, or as requested by the City Contract Manager.

312 Contractor's management shall within five (5) Working Days of any City request, provide an initial  
313 response that either addresses the request, or specifies the necessary steps and associated  
314 timeframe that will be required to provide a full response. In the latter instance, the City  
315 representative making the request and Contractor's management staff shall agree on the process  
316 to be followed to address the request. City Contract Manager and Contractor's management staff  
317 shall contact the City representative making the original request within two (2) days of  
318 understanding the need to modify the agreed steps or timeline for responding to the request.  
319 Contractor failure to follow this protocol may result in assessment of Liquidated Damages as  
320 provided in Section 10.6 and Exhibit F.

321 B. **Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and  
322 continuity of Contractor's staff assigned to perform the services required under this Agreement.  
323 Contractor shall notify the City Contract Manager of any changes in Contractor's key staff to be  
324 assigned to perform the services required under this Agreement and shall obtain the approval of  
325 the City Contract Manager of all proposed key staff members who are to be assigned to perform  
326 services under this Agreement prior to any such performance.

327 Except for unanticipated changes, Contractor shall notify City Contract Manager six (6) months in  
328 advance of any change in board membership or officer responsibilities, and three (3) months in  
329 advance of any change in the general manager's position. For unanticipated changes, notice shall  
330 be provided immediately upon Contractor becoming aware of the need for such change in board  
331 membership, officer responsibilities, or in the general manager's position.

332 Notwithstanding City Contract Manager's approval of Contractor's personnel, Contractor shall not  
333 be relieved from any liability resulting from the work to be performed under this Agreement, nor  
334 shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite  
335 certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully  
336 comply with Applicable Law in performing their duties related to this Agreement.

337 At any point during the Term of this Agreement, the City Contract Manager may request, in writing,  
338 that any of Contractor's employees be reassigned such that they no longer perform any work  
339 relating to this Agreement and shall provide a statement describing the reason for such request.  
340 Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to  
341 by City Contract Manager in writing, Contractor shall remove the identified employee(s) from  
342 performing any work related to this Agreement; the vacated position(s) must be filled by Contractor  
343 with a suitable replacement as soon as possible and Contractor shall immediately fill the vacated  
344 position with a temporary replacement if required to perform, without delay, all services required  
345 under this Agreement.

346 **ARTICLE 4.**  
347 **SCOPE OF SERVICES**

348 Contractor shall perform the Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste,  
349 Bulky Item, and Construction and Demolition Debris (C&D) services described in this Article 4. This Article  
350 4 describes the general requirements for the services to be provided. More specific requirements for how  
351 each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically  
352 require an act necessary to perform the service does not relieve Contractor of its obligation to perform  
353 such act.

354 **4.1 COLLECTION SYSTEM**

355 A. **General.** Contractor shall provide a multi-Container Collection program as described herein for the  
356 separate Collection of Recyclable Materials, Organics Materials, Construction and Demolition  
357 Debris, and Solid Waste using Containers that comply with the requirements of the Agreement.  
358 Contractor shall Collect and Transport all Discarded Materials to the Approved Facility. Collection  
359 services are detailed in Exhibit B

360 1. **Single-Family Customers.** For Single-Family Customers, Contractor shall provide a three-  
361 Container system that relies on the use of two Split Carts and one, undivided Cart. Contractor  
362 shall provide such Containers in accordance with Exhibit B.

363 One (1) Split Cart shall be used for the Collection of Solid Waste and Food Scraps. Single-Family  
364 Customers shall place Solid Waste in one section of the Split Cart and shall place Food Scraps  
365 in the other section of the Split Cart. A separate Split Cart shall be used for the Collection of  
366 Dual Stream Recyclable Materials. Single-Family Customers shall place Recyclable containers  
367 in one section of the Split Cart and shall place Recyclable fibers in the other section of the  
368 Split Cart. Single-Family Customers shall place Yard Trimmings in a third, undivided Cart.

369 2. **Multi-Family Customers.** Contractor shall provide a Container system that relies on the use  
370 of one (1) undivided Container for the Collection of Solid Waste; one (1) undivided Container  
371 for the Collection of Recyclable fibers; one (1) undivided Container for the Collection of  
372 Recyclable containers; one (1) undivided Container for the Collection of Yard Trimmings  
373 (unless exempted by the City); and, one (1) undivided Container for the Collection of Food  
374 Scraps. Upon Customer request or City Contract Manager direction, Contractor shall provide  
375 Multi-Family Customers with an additional undivided Container for the Collection of  
376 Corrugated Cardboard. Contractor shall provide such Containers in accordance with Exhibit B.

377 3. **Commercial Customers.** Contractor shall provide a four-Container system that relies on the  
378 use of one (1) undivided Container for the Collection of Solid Waste; one (1) undivided  
379 Container for the Collection of Recyclable Materials (including Corrugated Cardboard); one  
380 (1) undivided Container for the Collection of Yard Trimmings (unless exempted by the City);  
381 and, one (1) undivided Container for the Collection of Food Scraps. Contractor shall provide  
382 such Containers in accordance with Exhibit B.

383 In lieu of providing two separate Containers for the Collection of Food Scraps and Solid Waste,  
384 Contractor may provide Commercial Customers with one (1) Split Cart for the Collection of  
385 Food Scraps and Solid Waste.

386 **4.2 RECYCLABLE MATERIALS**

387 Contractor shall Collect Recyclable Materials as described in Exhibit B. Contractor shall Transport and  
388 deliver all Source Separated Recyclable Materials placed by Customers in Recyclable Material Containers  
389 in the City to the Approved Facility(ies).

390 **4.3 ORGANIC MATERIALS**

391 Contractor shall Collect Organic Materials as described in Exhibit B. Contractor shall Transport and deliver  
392 Source Separated Organic Materials placed by Customers in Organic Material Containers in the City to the  
393 Approved Facility(ies).



394 Contractor shall allow Customers and Generators to place Food Scraps in clear plastic bags or other  
395 containers specified by City and put the bagged Food Scraps in the Food Scraps Container. Contractor shall  
396 coordinate with, and assist the City and the Operator of the Approved Facility(ies) as necessary for the  
397 City to comply with regulatory reporting requirements related to plastic bag usage.

398 **4.4 SOLID WASTE**

399 Contractor shall Collect Solid Waste as described in Exhibit B. Contractor shall Transport and deliver Solid  
400 Waste placed by Customers in Solid Waste Containers in the City to the Approved Facility(ies).

401 **4.5 C&D COLLECTION**

402 Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services  
403 and Transport all Collected C&D Material to the Approved Facility, as specified in Exhibit B. Contractor  
404 shall charge Customers for C&D Collection services at City-approved Rates set pursuant to Section 8.9.A.

405 A. **C&D Recycling Requirements.** Contractor shall comply with the following requirements.

406 1. Comply with City's Construction and Demolition Debris ordinances, regulations and  
407 requirements.

408 2. Collect Organic Materials separately from other C&D and Transport the Organic Materials to  
409 an Approved Facility; or, upon City Contract Manager direction, Collect Organic Materials  
410 mixed with other C&D and Transport the materials to an Approved Facility.

411 3. Comply with the data collection and recordkeeping requirements of CalRecycle and California  
412 Building Standards Code including Part 11 California Green Building Standards Code  
413 (CALGreen) requirements for the Processing and Recycling of C&D including Organic Waste.

414 4. Cooperate with efforts by City and Approved Facility to comply with CALGreen requirements  
415 as provided in Item 3 above. Such cooperation may include complying with Approved Facility  
416 direction on where to dump loads, communicating Source Separation requirements to  
417 Generators and assisting City with preparation and distribution of informational materials.

418 **4.6 BULKY ITEMS AND REUSABLE MATERIALS**

419 Contractor shall offer Bulky Item and Reusable Materials Collection services for Single Family Customers  
420 as described in Exhibit B. Contractor shall Transport all Bulky Items or Reusable Materials Collected under  
421 this Agreement to an appropriate for-profit or non-profit organization that as a core activity provides  
422 options for reuse of Reusable Materials. Contractor's annual report shall include information on it's use  
423 of such facilities during the previous year, as provided in Exhibit D, and shall upon request provide the City  
424 Contract Manager with additional information related to disposition of Collected Reusable Materials.

425 **4.7 SPECIAL EVENTS**

426 A. **General.** Contractor shall provide Recyclable Materials, Food Scraps, and Solid Waste Collection  
427 services to up to ten (10) special events annually, examples of which are identified in the list of  
428 events in subsection (I), at no cost to the event organizer or City. Contractor shall provide the special  
429 event services to other events that are sponsored or approved by City upon thirty (30) calendar days  
430 advance request by the City Contract Manager. Special event services include:

- 431 1. Contractor provides some support for Edible Food Recovery Efforts. Contractor shall support  
432 the recovery of Edible Food from the special event in accordance with Section 4.8.4.
- 433 2. Contractor Only Acknowledges Efforts by Others. Contractor acknowledges that efforts to  
434 recover Edible Food at the special events may be conducted by others; and Contractor agrees  
435 not to interfere with such activities.
- 436 3. A combination of Items 1 and 2 above.
- 437 B. **Event Collection Stations.** Contractor shall provide and set-up event Collection stations for  
438 Collection of Recyclable Materials, Food Scraps, and Solid Waste at City-sponsored special events.  
439 Each event Collection station shall include a separate Cart or approved special event container, such  
440 as ClearStreams, for Recyclable Materials, Food Scraps, and Solid Waste, as appropriate. Contractor  
441 shall provide liners/bags for the Carts or approved containers at the Collection stations, and shall  
442 line the Carts or approved container as a part of the station set-up. Collection stations shall include  
443 adequate signs and labeling provided by Contractor. Such signs and labels shall be approved by the  
444 City Contract Manager prior to use.
- 445 C. **Collection Station Monitors.** Upon request by City Contract Manager, Contractor shall provide an  
446 adequate number of Collection station monitors to meet the needs of each special event. The  
447 Collection station monitors shall be present for the duration of each special event. Contractor shall  
448 require Collection station monitors to monitor event Collection stations and educate event  
449 attendees and vendors about what materials are acceptable in each Collection station Cart or  
450 approved container. The Contractor shall be responsible for transporting materials contained in  
451 event Collection stations to Drop Boxes, which will subsequently be Collected by the Contractor.  
452 Station monitors will also sort materials both at the Collection stations and at the Drop Boxes to  
453 ensure that they are properly separated and free of Contamination.
- 454 D. **Container Quantities, Delivery, and Removal.** Contractor shall provide an adequate number of  
455 Carts or approved containers to allow for the convenient disposal of Discarded Materials generated  
456 by participants at each event. Contractor shall deliver Carts or approved containers no later than  
457 two (2) hours prior to the start of the event. Contractor shall empty Carts or approved containers  
458 as needed during the event to prevent overflow of Discarded Materials. Contractor shall remove  
459 Cart or approved containers within one (1) hour of the conclusion of event and shall place Carts or  
460 approved containers in an area for subsequent Collection by Contractor. Contractor shall Transport  
461 Discarded Materials no later than twelve (12) hours following the conclusion of the event or on the  
462 next Business Day.
- 463 E. **Public Education Booth** Public education efforts at special events including, but not limited to,  
464 staffing a booth or exhibit for the purposes of educating the public about services and programs  
465 offered by Contractor under this Agreement, shall be the responsibility of City; however, City  
466 Contract Manager may direct Contractor to assist with such public education efforts during the  
467 Term of the Agreement.
- 468 F. **Reporting.** Within fourteen (14) calendar days after the end of the event, Contractor shall submit a  
469 one-page report to the City Contract Manager and event organizer, as provided in Exhibit D. The  
470 report should include, at a minimum: the number of event Collection stations deployed at the event,  
471 the number of Collection station monitors, the weight of each material type (i.e., Recyclable  
472 Materials, Food Scraps, and Solid Waste) Collected.

473 G. **Use of Subcontractor or Community Organization or Group.** Contractor may, at its sole discretion  
474 and expense, coordinate with local youth or community groups, special event service providers, or  
475 charitable organizations to provide some or all of the required services. Regardless of Contractor's  
476 use of such an organization, Contractor shall be responsible for ensuring that service is provided to  
477 the Customer in a professional and timely manner. Contractor shall provide at least one (1)  
478 employee on site at each special event to monitor subcontractor(s), community organization(s), or  
479 other groups.

480 H. **Edible Food Recovery.** City shall be responsible for distributing education materials regarding Edible  
481 Food recovery requirements to Commercial Edible Food Generators prior to special events and shall  
482 coordinate Edible Food recovery efforts at special events, including, but not limited to, requiring  
483 Commercial Edible Food Generators to agree via written agreements to recover Edible Food at  
484 special events. At least two (2) weeks prior to each special event, City Contract Manager shall notify  
485 Contractor of which Commercial Edible Food Generators are participating in Edible Food recovery  
486 activities.

487 Contractor shall support the recovery of Edible Food from special events in accordance with Section  
488 4.8.4, or otherwise assist the City as requested.

489 I. **Events.** For special events which are identified in list of events below or otherwise hosted or  
490 sponsored by the City, Contractor shall provide the above-described special event services at the  
491 request of the event organizer, may negotiate the charges for such services consistent with the  
492 Approved Rates with the event organizer based on the specific needs of the event, and shall report  
493 to City Contract Manager as provided in Exhibit D.

494 List of Events:

- 495 1. Art and Wine Festival typically held the first weekend in June in the Downtown Area,
- 496 2. Music and Market event series on Wednesdays (11 events) and Saturdays (8 events) during  
497 summer,
- 498 3. DPS Fire Station #2 Pancake Breakfast,
- 499 4. Hands on the Arts,
- 500 5. State of the City,
- 501 6. Family Fall Fest,
- 502 7. School Walk-a-thons/ Events,
- 503 8. Up to 10 other events to be selected by City Contract Manager each year.

504 City Contract Manager may change dates and locations of events or substitute new events with  
505 fifteen (15) days prior notice to Contractor.

## 506 **4.8 SB 1383 REQUIREMENTS**

507 **Compliance Method.** The following SB 1383 requirements assume the use of a “standard” compliance  
508 approach in accordance with the Final Regulations issued in November 2020 (the “Final Regulations”). The  
509 distribution of City and Contractor responsibilities for SB 1383 is further described in Exhibit K. Exhibit K  
510 also contains definitions and other clarifying detail related to Section 4.8.

511 During the Term of this Agreement, City may elect to pursue a “performance-based Source Separated  
512 collection service” approach in accordance with Section 18998.1. as set forth in the Final Regulations. In  
513 general terms, based on the Final Regulations, the performance-based compliance approach will require  
514 provision of at least three Containers for Source Separated Collection of Discarded Materials to ninety  
515 percent (90%) of Residential Customers and to ninety percent (90%) of Commercial Customers, while  
516 reducing some requirements for the City and the Contractor, as described in Section 18998.2. The  
517 performance-based compliance approach places significant added responsibility on Processors;  
518 Contractor shall coordinate with the Approved Facility(ies) as necessary to ensure Organic Materials and  
519 Recyclable Materials are provided in a form that allows for Processing in accordance with the Final  
520 Regulations. Contractor shall also coordinate with the Approved Facility(ies) as necessary to ensure Solid  
521 Waste characterization studies can be conducted in accordance with the Final Regulations. Should the  
522 City elect to pursue such a performance-based compliance approach, the City Contract Manager and  
523 Contractor shall meet and confer at least six (6) months prior to the implementation of the performance-  
524 based approach.

525 **Key SB 1383 Staff.** As described in Exhibit G1 Technical Proposal, and as provided in Exhibit G2 Cost Basis  
526 for Proposal and Exhibit G4 Implementation Plan and Schedule, Contractor shall hire two fully qualified  
527 individuals for the new Contractor staff positions of SB 1383 Compliance Manager and Outreach and  
528 Education Specialist. The SB 1383 Compliance Manager and Outreach and Education Specialist shall have  
529 primary responsibility for planning and executing all compliance, outreach, and technical assistance  
530 activities necessary to ensure successful implementation of all SB 1383-related requirements of this  
531 Agreements, including managing the work of a technical assistance Subcontractor, as applicable, and  
532 ongoing close coordination with the City Contract Manager and their designees. The ongoing need for a  
533 full-time Outreach and Education Specialist position will be reviewed during annual Contractor Payment  
534 reviews as part of assessing overall Contractor and City compliance with SB 1383 requirements.

535 **Contractor Access to Additional SB 1383 Monies.** During Contract Years One (1) and Two (2) and separate  
536 from the Contractor Payment review process, Contractor may request City Contract Manager provide  
537 rapid Contractor access of up to one hundred thousand dollars (\$100,000) per year to meet specific,  
538 immediate needs related to timely Contractor implementation of SB 1383. Contractor shall provide brief  
539 documentation reasonably sufficient to support the specific need(s) that would be met by the request,  
540 identify the harm if the expense is not incurred, and identify any feasible alternative means of meeting  
541 the need. Prior to the Commencement Date, the City Contract Manager shall coordinate City development  
542 of a process to respond to such Contractor requests and to provide rapid disbursement of monies as  
543 appropriate. Alternatively, Contractor may use the process described in this paragraph to request prior  
544 written confirmation from the City Contract Manager that the expense, if incurred by Contractor will be  
545 considered an allowable expense as provided in Exhibit E for the purposes of determining Contractor’s  
546 Payment.

### 547 **4.8.1 SB 1383 Inspections and Enforcement**

#### 548 **A. Annual Compliance Reviews**

- 549 1. **General.** Contractor shall perform Customer compliance reviews described in this Section  
550 commencing January 1, 2022, and at least annually thereafter, unless otherwise noted.
- 551 2. **Commercial Generator Compliance Reviews.** Contractor shall complete a compliance review  
552 of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per  
553 week of Solid Waste, including Organic Materials, to determine their compliance with: (i)  
554 Generator requirements under this Agreement; and (ii) if applicable for the Customer, Self-  
555 Hauling requirements per Section 18988.3. as set forth in the Final Regulations and the  
556 Sunnyvale Municipal Code, including whether a Commercial Premise is complying through  
557 Back-Hauling Organic Materials. The compliance review shall mean a "desk" review of records  
558 to determine Customers' compliance with the above requirements and does not necessarily  
559 require on-site observation of service.
- 560 3. **Annual Hauler Route Review.** Beginning April 1, 2022 and annually thereafter, the Contractor  
561 shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family  
562 Generators for compliance with the City's Discarded Materials Collection program and  
563 Container Contamination monitoring. Generator compliance Hauler Route reviews may be  
564 performed concurrently with the Contamination monitoring Hauler Route reviews, provided  
565 that Contractor documents a reasonable sampling, based on direction from City Contract  
566 Manager, of Generators for which compliance with the City's Discarded Materials Collection  
567 program during the Hauler Route review was assessed.
- 568 4. **Food Recovery Compliance Reviews.** Commencing January 1, 2022 and at least annually  
569 thereafter, Contractor shall conduct inspections of Tier One Commercial Edible Food  
570 Generators to assess compliance with the requirements of the Final Regulations.  
571 Commencing January 1, 2024 and at least annually thereafter, Contractor shall expand its  
572 Edible Food Generator compliance reviews to include inspections of Tier Two Commercial  
573 Edible Food Generators.

574 **B. Compliance Review Process**

- 575 1. **Number of Reviews.** The Contractor shall conduct Hauler Route reviews and inspections of  
576 entities described in this Section at a minimum of once per year or as directed by City Contract  
577 Manager to adequately determine the entities' overall compliance with SB 1383, AB 1826,  
578 and AB 341. City reserves the right to require additional inspections, if the City determines  
579 that the amount of inspections conducted by the Contractor is insufficient. City may require  
580 the Contractor to prioritize inspections of entities that the City determines are more likely to  
581 be out of compliance.
- 582 2. **Non-Compliant Entities.** From January 1, 2022 through December 31, 2023, when compliance  
583 reviews are performed by Contractor pursuant to this Section 4.8, Contractor shall provide  
584 City-approved educational materials, as described in Section 4.9 and Exhibit C, in response to  
585 violations. Contractor shall provide these educational materials to the non-compliant  
586 Customers and Generators within two (2) Working Days of determination of non-compliance  
587 or immediately upon determination of non-compliance if such non-compliance is determined  
588 during an inspection or Hauler Route review. Contractor shall document the non-compliant  
589 Customers and Generators and the date and type of education materials provided and report  
590 such information to the City Contract Manager in accordance with Exhibit D. Beginning



591 January 1, 2024, the Contractor shall document non-compliant Customers and Generators  
592 determined through Contractor's compliance reviews pursuant to this Section 4.8, and shall  
593 report all Customers and Generators with SB 1383 violations to the City Contract Manager in  
594 accordance with Exhibit D. The City shall be responsible for subsequent enforcement action  
595 against the Generator or Customer.

596 3. **Documentation of Inspection Actions.** The Contractor shall generate a written or electronic  
597 record and maintain documentation for each inspection, Hauler Route review, and  
598 compliance review conducted, including the information described in Exhibit D.

599 **C. Documentation of Complaints.**

600 1. **General.** Contractor shall maintain a computer database log of all oral and written SB 1383-  
601 related complaints received by Contractor from Customers or other Persons in accordance  
602 with Section 4.12 and Article 6.

603 2. **SB 1383-Noncompliance Complaints.** For complaints received in which the Person alleges  
604 that an entity is in violation of SB 1383 requirements, Contractor shall document such  
605 complaint investigations in accordance with Exhibit D. Contractor shall provide this  
606 information in a brief complaint report to the City Contract Manager for each SB 1383-  
607 noncompliance complaint within five (5) Working Days of receipt of such complaint, and a  
608 monthly summary report of SB 1383-noncompliance complaints in accordance with Exhibit D.

609 3. **Investigation of SB1383-Noncompliance Complaints**

610 a. **Investigation.** Contractor shall assist City in meeting its obligation to investigate  
611 Complaints by commencing an investigation within thirty (30) days of receiving a  
612 complaint in the following circumstances: (i) upon Contractor receipt of a complaint  
613 that an entity may not be compliant with SB 1383 and if City Contract Manager  
614 determines that the allegations against the entity, if true, would constitute a violation  
615 of SB 1383; and, (ii) upon City Contract Manager request to investigate a complaint  
616 received by City, in which City determines that the allegations against the entity, if true,  
617 would constitute a violation of SB 1383. Contractor is required to investigate complaints  
618 against Customers and Generators, and not against Edible Food recovery organizations,  
619 Edible Food recovery services, and other entities regulated by SB 1383.

620 Contractor shall investigate the complaint by:

621 i. Reviewing the Service Level of the Customer (if the entity is a Customer of the  
622 Contractor);

623 ii. Reviewing the waiver list, if applicable, to determine if the entity has a valid, City-  
624 approved de minimis, space constraint, or Collection frequency waiver;

625 iii. Reviewing the Self-Haul registration list, if applicable, to determine if the entity  
626 has registered and reviewing the entities reported Self-Haul information;

627 iv. Inspecting Premises of the entity identified by the complainant, if warranted; and,

- 628 v. Contacting the entity to gather more information, if warranted;
- 629 vi. Affixing a City-approved notice of complaint on the Customer's Container that
- 630 includes SB 1383 Generator requirements and, if applicable, provides a City-
- 631 approved deadline for correction, in accordance with Section 4.12.2.

632 b. **Reporting.** Within ten (10) days of completing an investigation of an SB 1383-

633 noncompliance complaint, Contractor shall submit to City Contract Manager an

634 investigation complaint report that documents the Customer account in question, the

635 nature of the complaint, the investigation performed, and recommends to City whether

636 or not the entity investigated is in violation of SB 1383 based on the Contractor's

637 investigation. The City shall make a final determination of the allegations against the

638 entity.

639 Contractor shall provide to City Contract Manager in its monthly report a list of all

640 Customer complaints that have not been resolved by Contractor within thirty (30) days

641 of receiving such complaints. The Customer complaint list shall include the Customer's

642 account information, including Customer's then-current Service Level, the nature of the

643 complaint, and Contractor's efforts to resolve the complaint. City, or its designee, shall

644 be responsible for investigating such outstanding complaints received by Contractor.

645 Within three (3) Working Days of the City's or its designee's request, Contractor shall

646 provide City or its designee with Customer account information and other

647 documentation that may be useful in the investigation, such as records of the

648 Customer's two most recent change(s) in Service Level and other Customer service

649 records.

#### 650 **4.8.2 SB 1383 Contamination Minimization Program**

651 A. **General.** Contractor shall assist in minimizing Contamination by helping to educate Customers on

652 acceptable and non-acceptable materials, by monitoring the contents of Collection Containers, and

653 by refusing to Collect Containers with visible Prohibited Container Contaminants as provided in

654 Section 4.12.2. Route supervisors are responsible for ensuring Contractor compliance with all on-

655 route aspects of the Contamination minimization program specified in this Section 4.8.2.

656 B. **Hauler Route Reviews; Methodology and Frequency.** Commencing on or before January 1, 2022,

657 the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container

658 Contaminants in Containers in a manner that is deemed safe by the Contractor; is approved by the

659 City; and is conducted in a manner that results in all Hauler Routes being reviewed annually.

660 The Contractor shall visually inspect the contents of a reasonably representative number of

661 Containers, as directed and approved by City Contract Manager, per Hauler Route to search for

662 Prohibited Container Contaminants, for each and every Hauler Route. The Containers shall be

663 randomly selected by a method approved by the City Contract Manager.

664 Contractor shall develop a Hauler Route review methodology that complies with the requirements

665 of Section 18984.5(b) as set forth in the Final Regulations. Contractor shall submit its proposed

666 Hauler Route review methodology for the coming year to the City Contract Manager no later than

667 January 15 of each year describing its proposed methodology for the calendar year and schedule

668 for performance of each Hauler Route’s annual review. Contractor’s proposed Hauler Route review  
669 methodology shall include its plan for Container inspections, and shall also include its plan for  
670 prioritizing the inspection of Customers that are more likely to be out of compliance. City Contract  
671 Manager shall review, comment on, and approve the proposed methodology. Contractor may  
672 commence with the proposed methodology upon approval. If the City Contract Manager notifies  
673 the Contractor that the methodology is inadequate to meet the requirements of SB 1383,  
674 Contractor shall, at its sole expense, revise the methodology and, after obtaining City Contract  
675 Manager approval, conduct additional Hauler Route reviews, increased Container inspections, or  
676 implement other changes using the revised procedure.

677 The City’s Contract Manager may request, and Contractor shall accept, modifications to the  
678 schedule to permit observation by the City. In addition, Contractor shall provide email notice to the  
679 City’s Contract Manager no less than ten (10) Working Days prior to each scheduled Hauler Route  
680 review that includes the specific time(s), which shall be within the City’s normal business hours, and  
681 location(s).

682 Unless otherwise directed by City, drivers that dismount from Collection vehicles in order to empty  
683 Containers shall lift the Container lid and observe the contents of a reasonably representative  
684 number of Containers (including Organic Materials Containers, Recyclable Material Containers, and  
685 Solid Waste Containers), as directed and approved by City Contract Manager. If Prohibited  
686 Container Contaminants appear to be present in excess of standards agreed upon by the Parties,  
687 the driver will affix a “Courtesy Notice” to the Container in accordance with Section 4.12.2. The  
688 driver shall record the observation, which shall include photographic evidence, in the on-board  
689 computer system.

690 Unless otherwise directed by City, drivers providing automated Collection service shall observe, via  
691 the City–approved hopper video camera and monitoring system, the contents of the Container as it  
692 is being emptied into the vehicle. Such video recordings shall be maintained by Contractor and made  
693 available to City for review, upon City request. If the driver observes Prohibited Container  
694 Contaminants in excess of standards agreed upon by the Parties, the driver shall affix a “Courtesy  
695 Notice”, and follow the applicable procedures specified in Section 4.12.2.

696 C. **Identification of Excluded Waste.** If a driver observes Excluded Waste in an uncollected Container,  
697 the driver shall affix a Non-Collection Notice to the Container, and follow the applicable procedures  
698 specified in Section 4.12.2.F

699 D. **Assessment of Contamination Fees.** No less than ninety (90) days prior to the Commencement  
700 Date, Contractor and City shall meet and confer to discuss the use of Contamination Fees for  
701 Customers that do not properly sort their Discarded Materials, and to review the requirements of  
702 Sections 4.12.2.H-K.

703 E. **Communications with Customer.** Contractor shall communicate with Customers in accordance with  
704 Section 4.12.2.

705 F. **Contractor Return for Collection.** Contractor shall return to Customer Premises for Collection of  
706 Discarded Materials in accordance with Section 4.12.2.



707 G. **Disposal of Contaminated Materials.** Contractor may Dispose of Contaminated materials observed  
708 in Customer's Organic Materials Container or Recyclable Materials Container in accordance with  
709 Section 4.12.2.

710 H. **Monthly Reporting Requirements.** Contractor shall maintain records and report to the City Contract  
711 Manager monthly on Contamination monitoring activities and actions taken, in accordance with  
712 Exhibit D.

713 **4.8.3 SB 1383 Container Requirements**

714 To ensure compliance with SB 1383 Container color and labeling requirements, and in coordination with  
715 any related activities that occur prior to the Commencement Date, Contractor shall confer with the City  
716 Contract Manager prior to placing orders for, purchasing, taking delivery of, and/or utilizing any new  
717 Containers as provided for in Section 5.6.

718 A. **Color Standards.** As of the Effective Date, prior to ordering Containers Contractor shall notify the  
719 City Contract Manager. The Parties shall meet and confer as necessary to determine the most cost-  
720 effective means for providing consistent messaging to Customers in compliance with SB 1383  
721 Container color requirements.

722 B. **Labeling Requirements.** Upon City direction, Contractor shall provide Customers with Containers  
723 that have SB 1383-compliant labels or in-mold labels consistent with the requirements of this  
724 Section 4.8.3. At least six (6) months prior to Commencement Date, City and Contractor shall meet  
725 and confer to finalize Contractor Container labeling requirements.

726 1. **Labeling Existing Containers.** As soon as practicable after January 1, 2022, and with City  
727 consent, Contractor shall place a label on each Container that has been provided to Customers  
728 and any Containers delivered to Customers thereafter. Contractor shall place the label on the  
729 body of each Container or Container lid. Container labels shall clearly indicate what materials  
730 are allowed to be placed in each Container and what materials are Prohibited Container  
731 Contaminants for each Container. Container labels shall include language or graphic images,  
732 or both.

733 Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label,  
734 proposed location(s) for placement of labels on each type of Container, and its labeling plan  
735 to the Contract Manager for approval. Contractor shall promptly replace labels that peel off  
736 or become unreadable.

737 2. **Imprinted or In-Mold Labels for New Containers.** On or before the Commencement Date,  
738 Contractor shall provide Containers with imprinted text or graphic images that indicate the  
739 primary materials accepted and the primary materials prohibited in that Container. Labels  
740 shall clearly indicate items that are Prohibited Container Contaminants for each Container.  
741 Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample  
742 of its proposed label, proposed location(s) for placement of labels on each type of Container,  
743 and its labeling plan to the Contract Manager for approval.

744 **4.8.4 Food Recovery Program**

745 Contractor shall cooperate with, and as directed by City Contract Manager coordinate with the City and  
746 third parties in the implementation, expansion, and operation of Edible Food recovery efforts in the City.

747 Contractor shall conduct inspections of and provide City-developed educational materials to Tier One and  
748 Tier Two Commercial Edible Food Generators in accordance with Section 4.8.1 and Exhibit K.

749 Contractor shall support the recovery of Edible Food from special events in accordance with Section 4.7  
750 and Section 18991.3 as set forth in the Final Regulations. Contractor acknowledges that efforts to recover  
751 Edible Food at the special events may be conducted by others; and, Contractor agrees not to interfere  
752 with such activities.

753 During Contract Year One (1) and as further described in Exhibit G1 Technical Proposal, Contractor shall,  
754 at its own expense spend up to one hundred thousand dollars (\$100,000) to purchase a vehicle to be  
755 owned and operated by Sunnyvale Community Services, for the Service's exclusive use in collecting Edible  
756 Food from Tier One and Tier Two Commercial Edible Food Generators located in the City. The vehicle may,  
757 with prior City Contract Manager approval, be co-branded with City, Contractor, and Sunnyvale  
758 Community Services logos.

759 Contractor shall submit Edible Food recovery reports to the City Contract Manager as specified in ExhibitD.

760 **4.8.5 SB 1383 Generator Waiver Program Coordination**

761 **A. Types of Generator Waivers**

762 1. **General.** The following SB 1383 waivers are defined in Section 18984.11 as set forth in the  
763 Final Regulations, for implementation, individually or collectively, at City discretion. Should  
764 the City elect to allow one or more Generator waivers pursuant to SB 1383, Contractor shall  
765 coordinate with City as necessary to comply with this Section 4.8.5. Contractor understands  
766 and accepts that Contractor's scope of services, and provision of services may be affected by  
767 City grant of waivers. Contractor shall cooperate with, and as directed by City Contract  
768 Manager coordinate with the City regarding verification of eligibility for, and issuance of  
769 waivers. Waivers issued shall be subject to compliance with SB 1383 requirements or other  
770 requirements specified by the City.

771 2. **De Minimis Waivers (Three-Container Systems).** The City may elect to waive a Commercial  
772 Customer's obligation to comply with some or all of the Recyclable Materials and Organic  
773 Materials requirements as set forth in this Agreement, pursuant to SB 1383, and in the  
774 Sunnyvale Municipal Code if the Commercial Customer provides documentation or the City  
775 has evidence demonstrating one of the following de minimis conditions:

776 a. The Commercial Customer's total Solid Waste Collection service is two (2) cubic yards  
777 or more per week, and its Organic Materials or Recyclable fibers comprises less than  
778 twenty (20) gallons per week, per applicable Container, of the Commercial Business'  
779 total waste; or,

780 b. The Commercial Customer's total Solid Waste Collection service is less than two (2)  
781 cubic yards per week, and its Organic Materials or Recyclable fibers comprises less than  
782 ten (10) gallons per week, per applicable Container, of the Commercial Business' total  
783 waste.

784 3. **Physical Space Waivers.** The City may elect to waive a Commercial Customer's or Property  
785 Owner's obligation to comply with some or all of the Recyclable Materials or Organic

786 Materials Collection service requirements as set forth in this Agreement, pursuant to SB 1383,  
787 and in the Sunnyvale Municipal Code if the Commercial Customer or Property Owner provides  
788 documentation, or the City has evidence from its staff, the Contractor, licensed architect,  
789 engineer, or similarly qualified source demonstrating that the Premises lacks adequate space  
790 for Recyclable Materials and/or Organic Materials Containers. Should the City elect to grant  
791 such physical space waivers, Multi Family Customers that do not have sufficient space to  
792 comply with some or all of the Organic Materials Collection service requirements set forth in  
793 this Agreement may be required to Self-Haul Organic Materials to the Approved Facility,  
794 subject to Applicable Law.

795 4. **Collection Frequency Waivers.**, The City may elect to allow the Contractor to provide  
796 Collection of Solid Waste once every fourteen (14) days, rather than once per week, for  
797 Customers that have been granted a Collection frequency waiver from the City.

798 B. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor's request no more  
799 than four (4) times per year, the City Contract Manager shall provide Contractor an updated listing  
800 of waivers approved by the City, including the Generators' names, mailing address, service address,  
801 and type of waiver. Contractor shall maintain waiver-related records and report on waiver  
802 verifications pursuant to Exhibit D.

#### 803 **4.8.6 SB 1383 Procurement Requirements**

804 Contractor shall take direction from the City Contract Manager, and shall actively assist the City in  
805 meeting the Organic Materials procurement standards of Section 18993.1 of The Final Regulations. In  
806 particular, Contractor shall be proactive in tracking and evaluating the availability SB 1383-complaint  
807 vehicle fuel for use in Contractor vehicles as provided in Section 5.5.B.

#### 808 **4.9 PUBLIC EDUCATION AND OUTREACH**

809 Section 4.9 describes the broad roles of the Parties in provision of public education and outreach efforts.  
810 Contractor's specific public education and outreach requirements are contained in Exhibit C. Contractor's  
811 provision of technical assistance to Generators is described in Section 4.10.

812 A. **Program Objectives.** The City shall be responsible for overseeing the design, production,  
813 distribution, and implementation of a public education and outreach program. The City's public  
814 education and outreach strategy shall focus on improving Generator understanding of the benefits  
815 of and opportunities for Source Reduction, Reuse, and material recovery, and supporting  
816 compliance with Applicable Laws and regulations, including, but not limited to, SB 1383.

817 In general, City-provided public education and outreach aims to: (i) inform Generators about the  
818 services that are provided under this Agreement with specific focus on describing the methods and  
819 benefits of Source Reduction, Reuse, Recycling, and Organic Materials Recycling; (ii) instruct  
820 Generators on the proper method for placing materials in Containers for Collection and setting  
821 Containers out for Collection, with specific focus on minimizing Contamination of Recyclable  
822 Materials and Organic Materials; (iii) clearly define Excluded Waste and educate Generators about  
823 the hazards of such materials and their opportunities for proper handling; (iv) discourage  
824 Generators from buying products if the product and its packaging are not readily reusable, or  
825 Recyclable; (v) encourage Generators to participate in Edible Food recovery efforts and source  
826 reduce wasted Edible Food; (vi) encourage the use of Compost; and (vii) encourage Generators to  
827 purchase products/packaging made with Recycled content materials. The cumulative intended

828 effect of these efforts is to reduce each Generator's reliance on Contractor-provided Solid Waste  
829 Collection service and, ultimately, Disposal, and Contractor agrees to support and not undermine  
830 or interfere with such efforts.

831 B. **Contractor Cooperation and Support for City Educational Efforts.** Contractor shall design and  
832 distribute some outreach materials as indicated in Exhibit C and support City in the design and  
833 distribution of all other public education and outreach materials, information, and messaging.  
834 Contractor shall cooperate and coordinate with and take direction from the City Contract Manager  
835 to ensure that public education and outreach to City residents and businesses is consistent in  
836 content, format, and delivery. Contractor shall obtain prior approval from the City Contract  
837 Manager for development and/or distribution of any Contractor-provided public education  
838 materials, including, but not limited to print, radio, television, or social media before publication,  
839 distribution, and/or release. City may require Contractor to include City identification and contact  
840 information on public education materials.

841 C. **Content and Production Requirements.** With the exception of items listed as Contractor's  
842 responsibility in Exhibit C, the City shall be responsible, in its sole discretion, for preparing all public  
843 education materials, in accordance with the requirements of 14 CCR Chapter 12 Article 4, and may  
844 request that they be reviewed by Contractor prior to production. Contractor shall review and  
845 comment on the materials within five (5) Working Days of such request.

846 D. **Contractor Website.** In accordance with Section 4.12.1, Contractor shall develop and maintain a  
847 website that is fully compliant with the requirements of the "Americans with Disabilities Act" (42  
848 U.S.C. Section 12101), and shall post all City-approved, service-related information on its web site,  
849 and shall review and update such service-related information at least once per quarter or more  
850 frequently as directed by City Contract Manager.

851 **4.10 TECHNICAL ASSISTANCE**

852 A. **General.** Provision of Generator technical assistance is a key element in Contractor's successful  
853 implementation of SB 1383 compliance requirements. It is City's expectation that subcontractor(s)  
854 hired by the City pursuant to subsection B., and/or Subcontractor(s) hired by Contractor, and City  
855 shall work in close coordination to provide Generator technical assistance, which includes in-person  
856 site visits and assessments. Contractor staff shall not provide Generator technical assistance  
857 without prior City training, or City-approved training by subcontractor(s) or Subcontractor(s)  
858 provided under subsection B.

859 B. **Coordination with City and Third Parties.** No less than one hundred and eighty (180) days prior to  
860 the Commencement Date, City and Contractor shall confer regarding use of a third party(ies) for  
861 provision of technical assistance in support of AB 1826 and SB 1383 compliance. City may require  
862 Contractor's use of a City contractor to assist both Parties in providing these services. The City  
863 anticipates the City contractor's technical assistance scope of work to include activities such as:  
864 advising Contractor and City management and staff on planning and execution of technical  
865 assistance activities; and training of Contractor and City staff. The scope of work may also include  
866 assistance with SB 1383 compliance reviews as provided in subsection C., Hauler Route reviews, and  
867 additional activities or assistance as needed. Contractor's required use of, and coordination with  
868 the City's technical assistance contractor shall in no way relieve Contractor of its responsibilities as  
869 enumerated in this Agreement.

870 C. **AB 1826 Compliance.** To ensure Commercial Customer compliance with AB 1826, City may  
871 categorize Commercial Customers into four different phases (phase one, phase two, phase three,  
872 and phase four) to represent varying levels of outreach and inspection to be conducted by City and  
873 Contractor. Phase one Commercial Customers are those that generate at least eight (8) cubic yards  
874 of Organic Materials per week and are not yet compliant with AB 1826. The City shall be responsible  
875 for conducting inspections, outreach, and setting up service for such phase one Commercial  
876 Customers. Phase two Commercial Customers are those that generate at least four (4) cubic yards  
877 of Organic Materials per week and are not yet compliant with AB 1826. City and Contractor shall be  
878 responsible for conducting inspections, outreach, and setting up service for such phase two  
879 Commercial Customers. City shall notify Contractor of which phase two Commercial Customers are  
880 the responsibility of Contractor. Phase three Commercial Customers are those that generate at least  
881 four (4) cubic yards of Solid Waste per week and are not yet compliant with AB 1826. Phase four  
882 Commercial Customers are those that generate at least two (2) cubic yards of Solid Waste per week  
883 and are not yet compliant with AB 1826. The Contractor shall be responsible for conducting  
884 inspections, outreach, and setting up service for all such phase three Commercial Customers.

885 D. **SB 1383 On-Site Compliance Assessments.** Beginning on the Commencement Date, Contractor shall  
886 conduct an SB 1383 on-site compliance assessment for each Multi-Family and Commercial  
887 Customer within the City. Contractor shall follow the compliance review protocol provided in  
888 Section 4.8.1.B, as well as noticing procedures provided in Section 4.12.2. Upon provision of service  
889 to each new Multi-Family and Commercial Customer, Contractor shall conduct an SB 1383 on-site  
890 compliance assessment. Assessments shall identify requirements for the regulated entity under SB  
891 1383 (including, but not limited to, specific requirements for Commercial Edible Food Generators)  
892 and assess the current level of compliance with those requirements. All existing Recyclable  
893 Materials and Organic Materials reduction programs, developed pursuant to SB 1383, shall be noted  
894 and quantified in the assessment documentation and shall be submitted to the City as provided in  
895 Exhibit D. The Contractor shall identify opportunities for reduced Disposal of Recyclable Materials  
896 and Organic Materials, including Source Reduction and Edible Food recovery.

897 Beginning July 1, 2022, and annually thereafter, Contractor shall confer with City Contract Manager,  
898 and shall re-visit some or all non-waived Generators required to enroll in Collection service pursuant  
899 to the Sunnyvale Municipal Code. The Contractor shall ensure that these Generators are  
900 participating in Recyclable Materials and Organic Materials Collection Service. If the Generator is  
901 not in compliance or is not participating, the Contractor's representative shall attempt to resolve  
902 any logistical barriers to compliance with City's Collection service requirements and assist the  
903 Customers with selecting appropriate Service Levels for Discarded Materials. Contractor shall  
904 provide ongoing, on-site training for: (i) Commercial Generators' staff regarding SB 1383  
905 requirements, including, but not limited to: management, kitchen staff, service employees, and  
906 janitorial staff; and (ii) Multi-Family Customers' staff, including, but not limited to: the property  
907 manager, janitorial staff, maintenance, and any other on-site staff members or contractors that  
908 handle Discarded Materials.

#### 909 **4.11 BILLING**

910 A. **Billing by City.** City shall prepare, mail, and collect bills for Solid Waste Collection services provided  
911 by Contractor as a part of the City's municipal utility billing system. City shall retain all sums it  
912 collects, and Contractor has no claim to them. Contractor shall timely comply with City's billing  
913 protocol and report to the Utility Division of the City Finance Department both regular and special  
914 Customer billable services at the scheduled time, by the means and media and in the manner



915 prescribed in Section 4.11, including additional Containers that Contractor Collects but that are not  
916 recorded as part of that Customer's regularly scheduled service accounts.

917 B. **Billing by Contractor.** Contractor shall prepare, mail, and collect bills for all specialized, on-call  
918 Collection services provided by it that are not billed through City's municipal utility billing system,  
919 in accordance with Section 4.11.

920 Contractor shall prepare and issue formal billings for services it provided, including subsequent to  
921 issuing written receipts for services paid for in cash.

922 Contractor shall only bill and collect at City approved Rates.

923 C. **Reports by Contractor of Billings.** Contractor will submit to City three (3) copies of a written report,  
924 in a form acceptable to and approved by the City's Contract Manager, listing by date and amount  
925 all bills and cash receipts issued under Section 4.11.B. Contractor will submit the report covering  
926 the immediately preceding month on or before the 5th day of each month or within 3 Working Days  
927 of City's request.

928 City will receive full credit, against Contractor's Payment due under Article 8, for all services  
929 performed and billed by Contractor under authority of the Franchise and this Agreement. The credit  
930 is based on invoices billed and the credit risk is for account of Contractor, which is solely responsible  
931 for taking necessary steps to collect its bills. City has no liability or responsibility for Customers'  
932 nonpayment of Contractor's bills. Contractor may require prepayment from Customers that  
933 Contractor bills.

934 D. **City's Right to Direct Termination of Service to Premises.** City may direct Contractor to suspend or  
935 terminate Solid Waste Collection services from any Premises if the Owner or Occupant thereof (or  
936 other Party responsible for payment of City's utility bills) is delinquent in payment of such bills. City  
937 indemnifies and holds Contractor harmless from any liability or costs associated with Contractor's  
938 suspending or terminating pursuant to directions of City under this Section. Contractor will promptly  
939 implement City directions to suspend or terminate service.

940 E. **Contractor Use of Technology in Billing.** Contractor shall take City direction regarding the use of  
941 billing-software systems which may be required to operate in compatibility with a City Customer  
942 Relationship Management System (CRM), as provided in Section 4.12.1, or other systems for billing.

## 943 **4.12 CUSTOMER SERVICE PROGRAM**

944 Contractor acknowledges that provision of high-quality Customer service in coordination with the City is  
945 among the most important Contractor functions specified in this Agreement. Contractor acknowledges  
946 that Customer contact with Contractor's employees by telephone, email, website, and such other  
947 electronic means as City may direct, is critical in establishing and maintaining good Customer service,  
948 relations, and satisfaction. Contractor systems and format for recording and responding to Customer  
949 Complaints, inquiries, and service orders shall be compatible with City systems and are subject to review  
950 and approval of the City Contract Manager.

### 951 **4.12.1 Program Requirements**

952 A. **Office.** Contractor shall establish and maintain a business office for purposes of carrying out its  
953 obligations under this Agreement.

954 B. **Office Hours.** Contractor shall keep its office open to the public from 8:00 a.m. to 5:00 p.m. Monday  
955 through Friday, and 9:00 a.m. to noon on Saturdays. Contractor may close its office on Sundays and  
956 those Holidays listed in Section 5.2.

957 C. **Availability of Representatives.** Contractor shall make its representatives available during the office  
958 hours to communicate with the public and City in person, by telephone, and by email. Contractor  
959 representatives assisting the public shall be knowledgeable regarding provision of all services and  
960 rates.

961 D. **Telephone.** Contractor shall throughout the Term of this Agreement use, maintain, and pay all costs  
962 associated with operation of a telephone system that logs and stores information related to all calls  
963 received. The telephone system shall be made available for Customers to leave a message twenty-  
964 four (24) hours per day, and affords Customers direct contact with Contractor representatives  
965 during office hours provided in subsection B. The telephone system shall be sufficient, in the sole  
966 discretion of City Contract Manager, to handle the volume of calls typically experienced on the  
967 busiest days, such as those that occur during implementation of new services. In accordance with  
968 Section 6.1, Contractor shall maintain all records related to Customer calls, including, but not limited  
969 to, total number of calls received, the number of calls that hang up, the number of calls placed on  
970 hold, and the duration of time that calls are placed on hold. Contractor shall track and provide City  
971 Contract Manager the aforementioned data on a monthly basis as part of the monthly report as  
972 provided in Exhibit D. City may request immediate update of this information, and Contractor shall  
973 respond to such request within three (3) Working Days of initial City Contract Manager request.

974 Contractor shall give City access to these records during Working Hours. If City elects to utilize a  
975 Customer Relationship Management System (CRM) or similar system during the Term of this  
976 Agreement, Contractor shall be required to utilize the same CRM system to document and maintain  
977 Customer records as required under this Section. Contractor and City shall meet no less than six (6)  
978 months prior to City's implementation of the CRM system to coordinate with Contractor. City  
979 intends to provide Customers with a seamless service experience, preferably through use of a  
980 mobile application through which a Customer can place service requests, log Complaints, receive  
981 service confirmations, obtain billing information, make bill payments, and receive tailored service  
982 and outreach messaging. Contractor shall assist the City in implementing such a system and  
983 coordinate on integration or replacement of existing Contractor CRM system(s) as needed.

984 B. **City-Initiated Service.** City's Utility Division of the City's Finance Department will record and notify  
985 Contractor of all service orders received from Customers billed by City, such as for Customers who  
986 request "on-call" service.

987 Service orders include:

- 988 1. Starting new service;
- 989 2. Changing existing Service Level;
- 990 3. Stopping existing service;
- 991 4. Changing identity of Customer (authorization, ownership or occupancy);
- 992 5. Changing Container size, type or number;

- 993 6. Requesting countertop FoodCycle kitchen pail;
- 994 7. Changing frequency of pickup;
- 995 8. Changing Container location;
- 996 9. Subscribing to backyard service for disabled or elderly in accordance with Exhibit B;
- 997 10. Subscribing to push-out service at Commercial/Industrial or Multi-Family Premises; and
- 998 11. On-Call service, including additional Curbside Single Family service; Debris Box Collection
- 999 service; and Compactor service.

1000 If Contractor receives service orders via telephone from Commercial/Industrial Customers and their  
1001 billing is maintained by City, Contractor shall transfer such telephone calls to the Utility Division of  
1002 the City's Finance Department. If Contractor receives service orders in electronic form or in-person  
1003 from Commercial/Industrial Customers and their billing is maintained by City, Contractor shall  
1004 transmit such service orders to City via Contractor's electronic transfer system or another form  
1005 approved by the City for recording in City's municipal utility billing system.

1006 C. **Contractor-Initiated Service: On-call/Roll-off.** Contractor shall record and implement all service  
1007 orders that Contractor receives from Customers whose service accounts are not programmed into  
1008 City's utility billing system, including roll-off and most "on-call" service requested from Contractor  
1009 by Customers. Contractor shall submit documentation of provision of such services on a monthly  
1010 basis in accordance with Exhibit D.

1011 D. **Service Order Documentation and Resolution.** Contractor shall record the status of unresolved  
1012 service orders in Contractor's computerized Customer service system, as described in this  
1013 subsection (D). Such status notes shall clearly indicate the nature of the service order and the  
1014 approximate day and time the service order will be resolved.

1015 Contractor shall provide to City Contract Manager a list of all outstanding service orders that have  
1016 not been completed within two (2) weeks of service order receipt by Contractor from City and  
1017 Customers. The outstanding service order list shall include Customer account information, type of  
1018 service order, and date of service order submission for each service order identified. Contractor  
1019 shall provide this list, in a format approved by City Contract Manager, at least three (3) Working  
1020 Days prior to City and Contractor's monthly Franchise Roundtable Meeting at which time Contractor  
1021 and City will determine how and when outstanding service orders will be resolved.

1022 E. **Customer Complaint Documentation and Resolution.** Contractor is responsible for the prompt and  
1023 courteous attention to, and prompt and reasonable resolution of, all Customer Complaints relating  
1024 to service and billing for those services billed by Contractor or City.

1025 Contractor shall record in a separate digital log all Complaints, noting the name, address, telephone  
1026 number, and email address if available, of complaining caller; date and time that the Complaint was  
1027 received; identification of employee receiving Complaint; description of Complaint and  
1028 characterization of Complaint type (such as missed pickup, spilled trash, noise, etc.); description of  
1029 response; and description and date of resolution, all in accordance with Section 6.1. Contractor shall  
1030 make available this digital Complaint log for inspection by City during Working Hours.



1031 Contractor shall utilize a "Customer is always right" approach, shall not challenge or dispute the  
1032 Customer's assertions or Complaints, and shall at all times prioritize Customer satisfaction.

1033 In addition, Contractor shall compile a summary statistical table and/or graph of the digital  
1034 Complaint log and submit the table and/or graph to City Contract Manager as part of the monthly  
1035 report as provided in Exhibit D. Contractor shall retain such logs for the time required in Section 6.1.

1036 Contractor shall respond to all Complaints from Customers as provided in this Section 4.12.  
1037 Contractor's timely response to Complaints does not excuse Contractor's breach of obligation to  
1038 provide timely service (such as a missed Collection). Despite such timely response, City may assess  
1039 Liquidated Damages related to Contractor's breach of obligation (such as missed Collections), as  
1040 provided in Section 10.6 and Exhibit F. Contractor shall make written communication of the  
1041 response of Contractor to the caller within five (5) Working Days of receipt of the Complaint.

1042 Contractor shall digitally track the resolution of Complaints in a manner that is approved by the City  
1043 Contract Manager, and that allows the City to inspect the status of Customer Complaints during  
1044 Working Hours. Such digital tracking shall indicate the exact time and date Customer Complaints  
1045 are resolved. Upon request by City, Contractor shall implement a City-approved real-time digital  
1046 Complaint tracking system(s), for example a Collection Vehicle on-board computer unit, which  
1047 allows City and Contractor to determine, in real-time, when Customer Complaints have been  
1048 resolved. Contractor shall be compensated as a change in scope, as provided in Section 3.5.

1049 **4.12.2 Missed Collections and Non-Collections**

1050 No less than one hundred and twenty (120) days prior to the Commencement Date, the Parties shall meet  
1051 to discuss development of a standard operating procedure (SOP) to apply to all aspects of Customer non-  
1052 Collection noticing and resolution, to be modeled on that in use for Commercial Customers. At least ninety  
1053 (90) days prior to the Commencement Date, Contractor shall submit the draft SOP for City approval, to  
1054 ensure that the SOP is finalized prior to the Commencement Date. Section 4.12.2 provides a general  
1055 framework for development of the SOP.

1056 A. **Missed or Incomplete Collection Complaints.** When handling Customer Complaints related to  
1057 missed or incomplete Collections, Contractor shall not question or contest the Customer's claim  
1058 that the Collection was missed or incomplete, even in cases where the route driver recorded the  
1059 Container(s) in question as already "Collected" or "not out." In the event Customer has a pattern of  
1060 inaccurately reporting missed Collections, including, but not limited to, reporting three (3) missed  
1061 Collections within a calendar year, Contractor may disqualify the Customer from receiving future  
1062 missed Collection service for the subsequent twelve (12) month period. Contractor shall document  
1063 Customers that are disqualified from receiving missed Collection service in its monthly report, as  
1064 described in Exhibit D. At a minimum, the monthly report shall include documentation of the  
1065 Customer's prior Complaints and resolution thereof; and call center notes taken during the  
1066 Complaint calls.

1067 B. **Schedule for Resolution of Missed or Incomplete Complaints.** Contractor shall resolve each and  
1068 every Customer Complaint of a missed or incomplete Collection by returning to the Customer  
1069 address and completing the Collection. For all Complaints related to missed Collections that are  
1070 received by 3:00 p.m. on a Working Day, the Contractor shall return to the Customer address and  
1071 Collect the missed materials on the same Working Day on which the missed Collection was reported.

1072 For those Complaints related to missed Collections that are received after 3:00 p.m. on a Working  
1073 Day, the Contractor shall have until the end of the following Working Day to resolve the Complaint.

1074 Contractor shall not be required to return and complete a Collection in response to a Complaint if  
1075 the Contractor's driver has left a Non-Collection Notice in accordance with this Section 4.12.

1076 C. **Non-Collection, Courtesy Noticing.** Prior to the Commencement Date, Contractor shall develop and  
1077 submit to the City Contract Manager the following for review and approval:

1078 • A template Courtesy Notice, for use in instances of improper set-out of Discarded Materials,  
1079 overloaded Containers, or observed Contamination, which the Contractor, at its sole option,  
1080 elects to Collect as a courtesy to the Customer;

1081 • A template Non-Collection Notice, for use in instances of acceptable non-Collection of  
1082 Discarded Materials; and

1083 • A template SB 1383 Complaint notice, for use in instances of Contractor investigation of SB  
1084 1383-related Customer Complaints, as described in Section 4.8.1.

1085 In the event that Contractor encounters circumstances at a Customer Premises which prevents the  
1086 Contractor from Collecting Discarded Materials which have been placed for Collection, Contractor  
1087 shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason  
1088 for refusal to Collect the Discarded Materials. Contractor shall not be required to Collect Discarded  
1089 Materials which are reasonably believed to contain Excluded Waste, pursuant to the requirements  
1090 of this Section. If Contractor intentionally refuses to Collect Discarded Materials (including  
1091 Cardboard overages), but does not leave a Non-Collection Notice, it shall be considered a missed  
1092 Collection. Contractor may propose an alternative to a paper Non-Collection Notice left at Customer  
1093 Premises (e.g., Customer notification via a phone call or e-mail) subject to City Contract Manager  
1094 approval. Such an alternative must involve timely and pro-active Contractor communication with  
1095 Customer.

1096 D. **Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their  
1097 Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the  
1098 Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the  
1099 Collection; and (iii) requests that the Contractor return and Collect their Containers, Contractor shall  
1100 return to the Customer Premises and provide a Courtesy Collection at no charge to the Customer.  
1101 Contractor is not required to provide more than two (2) Courtesy Collections for admitted late set-  
1102 outs per Customer per calendar year. For Residential Customers, one (1) Courtesy Collection  
1103 represents Collection of up to three (3) Carts (Recyclable Materials, Organic Materials, Solid Waste)  
1104 per incident. Contractor shall complete the Courtesy Collection by the end of the following Working  
1105 Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor  
1106 documents in writing, that the event did not constitute a missed or incomplete Collection event by  
1107 the Contractor.

1108 E. **Courtesy Collections for Contaminated Containers.** If the Collection vehicle driver observes  
1109 Contamination in excess of standards agreed upon by the Parties, the driver shall affix a Courtesy  
1110 Notice to the emptied Container. The Courtesy Notice shall: (i) inform the Customer of the observed  
1111 presence of Prohibited Container Contaminants; (ii) include the date and time the notice was left;

1112 (iii) describe the City-approved return trip fee to Customer for Contractor to return and Collect the  
 1113 Container after Customer removes the Contamination for Containers that were not emptied; and  
 1114 (iv) describe the Contamination Fee the Contractor may assess after the second Courtesy Notice has  
 1115 been issued. Contractor shall not provide more than two (2) Courtesy Collections for Contaminated  
 1116 Containers per Customer per calendar year. The next day on which that Customer is to receive  
 1117 service, following Contractor issuance of a second Courtesy Collection, the driver shall dismount the  
 1118 Collection vehicle, lift the lid of the Container, and visually inspect the contents. If the driver  
 1119 determines that the Container again contains Prohibited Container Contaminants, driver shall affix  
 1120 a Non-Collection Notice to the Container in accordance with this Section and shall not Collect the  
 1121 Discarded Materials.

1122 After the issuance of two Courtesy Collections, Contractor may refuse to Collect Recyclable  
 1123 Materials or Organic Materials Containers that are contaminated in accordance with Exhibit B, and  
 1124 shall leave an approved Non-Collection Notice informing Customer how to properly separate  
 1125 materials. During the first year of the implementation of new and expanded Organic Materials  
 1126 Collection to Multi-Family and Commercial Generators, Contractor shall perform at least two (2)  
 1127 Courtesy Collections per Contract Year per Customer of contaminated Recyclable Materials, and at  
 1128 least two (2) Courtesy Collections per Contract Year per Customer of contaminated Organic  
 1129 Materials Containers, and leave an approved Courtesy Notice notifying the Customer of the specific  
 1130 materials that have been incorrectly placed, and informing the Customer in which Container the  
 1131 materials should be placed. A Courtesy Collection of contaminated Recyclable Materials or Organic  
 1132 Materials may be made with a Solid Waste Collection vehicle, provided that the contaminants may  
 1133 safely and lawfully be Collected as Solid Waste.

1134 F. **Identification of Excluded Waste.** If a Collection vehicle driver observes Excluded Waste in an  
 1135 uncollected Container, the driver shall affix a Non-Collection Notice to the Container in accordance  
 1136 with this Section and shall not Collect the Discarded Materials. Driver shall record that observation,  
 1137 which shall include photographic evidence, in the on-board computer system and immediately  
 1138 inform their route supervisor. The route supervisor shall investigate and initiate applicable action  
 1139 within one (1) Business Day or sooner if the Hazardous Materials may cause immediate danger.

1140 G. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in excess of  
 1141 standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a Non-Collection  
 1142 Notice to the Generator. The Non-Collection Notice shall, at a minimum: (i) inform the Customer of  
 1143 the reason(s) for non-Collection; (ii) include the date and time the notice was left; (iii) describe the  
 1144 City-approved Contamination Fee to Customer for Contractor to return and Collect the Container  
 1145 after Customer removes the Contamination; and (iv) provide a warning statement that a  
 1146 Contamination processing fee may be assessed in the future.

1147 The driver shall record the Non-Collection event in the on-board computer system (if applicable),  
 1148 and Contractor's Customer service department shall update the Customer's computerized account  
 1149 record to note the event.

1150 The Non-Collection Notice may be left attached to or adhered to the Generator's Container, or at  
 1151 the Premises' door or gate at the time the violation occurs, or subject to City Contract Manager's  
 1152 approval, may be delivered by e-mail or text message, so long as a record of such communication is  
 1153 retained by Contractor for City review upon request.

1154 Contractor shall submit a sample of its Non-Collection Notice to the City Contract Manager for

- 1155 approval prior to implementing use of it with Customers.
- 1156 H. **Assessment of Contamination Fees.** Six (6) months after the Commencement Date, Contractor and  
1157 City shall meet and confer to discuss the use of Contamination Fees for Customers that do not  
1158 properly sort their Discarded Materials. If the City elects to utilize Contamination Fees and subject  
1159 to the provisions of the Municipal Code, Contractor shall be required to utilize the following  
1160 approach for assessment of Contamination Fees. If the Contractor observes Prohibited Container  
1161 Contaminants in a Generator's Organic Materials Container or Recyclable Materials Container on  
1162 more than two (2) occasions in a given time period as provided in the Municipal Code, the  
1163 Contractor may impose a Contamination Fee, in the amount specified by the City, and shall notify  
1164 the City in its monthly report of Customers for which Contamination Fees were assessed. Contractor  
1165 shall leave a Contamination Fee notice on the contaminated Containers, describing the specific  
1166 material(s) of issue, explaining how to correct future set outs, and indicating that the Customer will  
1167 be charged a Contamination Fee on its next bill. The format of the Contamination Fee notice must  
1168 be approved by the City Contract Manager. Contractor shall Collect the contaminated Recyclable  
1169 Materials or Organic Materials as Solid Waste and Transport the material to the Approved Facility.
- 1170 I. **Communication with Customer.** Whenever a Container at the Premises of a Commercial or a Multi-  
1171 Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection  
1172 day to explain why the Container was not Collected. Contractor shall contact such Customers  
1173 through the application of a Container tag, by email, phone call, or text message if Customer  
1174 approves communication by this means provided that if Contractor does not possess an email  
1175 address or phone number for the Customer, Contractor may provide a written communication,  
1176 which shall include a request for an email address or phone number for future notifications.  
1177 Whenever a Container is not Collected because of excess Contamination, a Customer service  
1178 representative shall contact the Customer to discuss and encourage the Customer to adopt proper  
1179 Discarded Materials preparation and separation procedures.
- 1180 J. **Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers  
1181 that received a Non-Collection Notice within one (1) Working Day of Customer's request if the  
1182 request is made at least two (2) Working Days prior to the regularly scheduled Collection Day.  
1183 Contractor shall bill Customer for the extra Collection service event ("return trip pick-up") at the  
1184 applicable City-approved Rates only if Contractor successfully notifies Customer of the premium  
1185 Rate for this service at the time the request is made by Customer.
- 1186 K. **Disposal of Contaminated Materials.** If the Contractor observes any visible Prohibited Container  
1187 Contaminant in a Generator's Organic Materials Container or Recyclable Materials Container,  
1188 Contractor may Dispose of the Container's contents provided Contractor complies with the noticing  
1189 requirements of this Section 4.12.2.
- 1190 L. **Record of Non-Collection.** Contractor shall maintain electronic records of all Non-Collection  
1191 Notices, listing all taggings, the addresses of the Parties involved, the date of the notice, the reason  
1192 for the notice, and the date and manner of resolution of each instance. Contractor shall provide the  
1193 above detail on a monthly basis as provided in Exhibit D. Contractor shall retain the Non-Collection  
1194 log for the Term of this Agreement.

**1195 4.12.3 Customer Satisfaction Survey**

1196 At City's own expense, City may at any time conduct surveys of Customer satisfaction. In such instances,  
1197 Contractor shall assist City if and as requested. If City identifies areas of inadequate Customer service, City  
1198 may direct Contractor take whatever action is deemed necessary by City to bring service to an acceptable  
1199 level. The results of surveys will be made available to Contractor upon request.

1200 Contractor shall provide City access to Contractor's Customer service department at any time during  
1201 regular City business hours for purposes including monitoring the quality of Customer service or  
1202 researching Customer Complaints.

1203 Contractor shall provide a sufficient level of training, as determined by the City, to one (1) or more City  
1204 employee(s) regarding the use of Contractor information systems as described in this Section.

1205 Contractor shall designate one (1) member of Contractor staff to work directly with such City employee(s).  
1206 Contractor shall provide such City employee(s) with access to Customer service, call center, and  
1207 operations information systems in order to validate Contractor performance standards and recommend  
1208 changes to Customer Service Levels to resolve service issues or otherwise address Customer needs. In the  
1209 event that recommended Service Level changes are made, the designated City staff will work with  
1210 Contractor's route manager to make such changes, which shall not be denied by Contractor except for  
1211 reasons related to Customer, route driver, and/or equipment safety.

1212 Contractor shall also provide access to Customer contact information (including email addresses) for  
1213 purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure  
1214 that the City Contract Manager and any other City staff, as requested by the City, have read-only access  
1215 to all service order and Customer service records, and to all CSR notes entered into Contractor's internal  
1216 information systems. Such read-only access is intended to provide the City the ability to review notes  
1217 related to Customer service and/or billing issues.

**1218 4.13 TECHNOLOGY INNOVATION**

1219 City expects, and Contractor acknowledges and accepts Contractor playing a proactive and cooperative  
1220 role in technology innovation related to all aspects of provision of service under this Agreement. This  
1221 responsibility includes, but is not limited to, identifying and recommending City evaluation of new  
1222 hardware and software, and new uses of existing hardware and software, as well as flexibility in taking  
1223 City direction in using or interfacing with City hardware and software. Contractor shall recommend and/or  
1224 take direction from the City regarding pilot testing of technology.

1225 During Contract Year One (1) Contractor shall purchase and use route optimization software and on-board  
1226 tablet computers to maximize the efficiency of routing, as described in Exhibit G1 Technical Proposal and  
1227 specified in Exhibit G2 Cost Basis for Proposal.

**1228 4.14 SERVICE EXEMPTIONS**

1229 Upon City and/or Customer request, and written approval from the City Contract Manager, Contractor  
1230 shall cease providing (and collecting payment for) Collection services to a Premises which is anticipated  
1231 to be vacant for no less than thirty 30 days. In addition, upon written direction from the City Contract  
1232 Manager, Contractor shall modify or otherwise cease providing Collection services to Customers  
1233 requesting other service exemptions, provided that such Customers consistently demonstrate the ability



1234 to responsibly manage Discarded Materials generated at the Premises in question in a manner consistent  
1235 with Applicable Law.

1236  
1237

## ARTICLE 5. STANDARD OF PERFORMANCE

### 1238 5.1 GENERAL

1239 Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to  
1240 the public and the Contractor's employees. Except to the extent that a higher performance standard is  
1241 specified in this Agreement, Contractor shall perform services in accordance with Recyclable Materials,  
1242 Organic Materials, and Solid Waste management practices common to the San Francisco Bay Area.

### 1243 5.2 OPERATING HOURS AND SCHEDULES

1244

1245 A. **Hours of Collection.** Unless otherwise authorized by the City Contract Manager, Contractor's days  
1246 and hours for Collection operations shall be as follows:

1247 1. **Residential Premises.** Unless otherwise directed by City, Collection from Residential Premises  
1248 shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday.

1249 2. **Commercial Premises.** Unless otherwise directed by City, Collection from Commercial  
1250 Premises that are two hundred (200) feet or less from Residential Premises shall only occur  
1251 between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday. Unless otherwise  
1252 directed by City, Collection from Commercial Premises more than two hundred (200) feet  
1253 from Residential Premises shall only occur between the hours of 6:00 a.m. and 8:00 p.m.,  
1254 Monday through Saturday.

1255 3. **Downtown.** Unless otherwise directed by City, and as further described in Exhibit L  
1256 Downtown Area Map, Collection from Commercial Premises located within the Downtown  
1257 boundaries shall only occur between 7:00 a.m. and 8:00 p.m. Monday through Saturday.  
1258 Unless otherwise directed by City, Collection from Residential and Mixed-Use Premises  
1259 located within the City Center boundaries shall only occur between 7:00 a.m. and 8:00 p.m.  
1260 Monday through Friday.

1261 4. **City Facilities.** Unless otherwise directed by City, Contractor shall Collect from City facilities  
1262 Monday through Friday or Saturday, depending on its location with relation to Section 5.2A.1.,  
1263 2., or 3.

1264 B. **Holiday Collection Schedule.** Contractor shall provide the City Contract Manager notice of changes  
1265 to the Holiday Collection schedules no less than one (1) year in advance. In providing this notice,  
1266 and at its sole discretion, Contractor may choose not to provide Collection services on a Holiday. In  
1267 such event, Contractor shall provide Collection services to Customers on the day following the  
1268 Holiday thereby adjusting subsequent work that week. In such instances, normally scheduled Friday  
1269 Collection Services shall be performed on Saturday. If the Holiday falls on a Saturday, Contractor  
1270 shall provide Collection service the following Monday. Customer service days shall be returned to  
1271 the normal schedule within one (1) week of the Holiday. Regardless of what day the Holiday falls  
1272 on, Contractor shall provide Collection service that meets the minimum frequency requirement of

1273 one (1) time per week. In accordance with Exhibit C, Contractor shall provide Customers notice of  
 1274 Holiday-related changes in Collection schedules at least two (2) weeks prior to the change. Such  
 1275 notice shall be in the form of a written notification mailed by Contractor to affected Customers.  
 1276 Contractor shall also post Holiday Collection notices on its website and social media platforms, and  
 1277 may post such information in local online and print newspaper publications.

### 1278 **5.3 COLLECTION STANDARDS**

1279 A. **Care of Private and City Property.** Contractor shall use due care when handling all Discarded  
 1280 Materials Containers. Contractor shall ensure that Containers are not thrown from Collection  
 1281 vehicles, roughly handled, damaged, or broken. City shall refer Customer or City Complaints about  
 1282 damage-to private property or City property to Contractor. Contractor shall repair all damage to  
 1283 private and public property caused by its employees.

1284 B. **Servicing Containers.** Contractor shall Collect and return each Container to the location where the  
 1285 Occupant placed the Container for Collection. Contractor shall place the Containers upright with lids  
 1286 properly secured. Contractor shall ensure that after providing Collection service its employees close  
 1287 and secure all gates, doors, and enclosures. Contractor shall avoid crossing landscaped areas and  
 1288 climbing or jumping over hedges and fences. For Customers other than Single-Family Residential  
 1289 Customers, and except to the extent that Contractor's vehicle cannot enter the Customer's  
 1290 property, Contractor shall, without additional charge to the Customer, pull or push Containers up  
 1291 to twenty-five (25) feet from the location where the Occupant placed the Container for Collection  
 1292 to the Collection vehicle for service except that regardless of the distance Customers must provide  
 1293 easy access to Containers.

1294 Contractor, at the request of Customers, may provide special services including: (i) unlocking  
 1295 Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers  
 1296 distances greater than twenty five (25) feet. City may charge Customers for such extra services at  
 1297 the Customer Rates approved by City for such services.

1298 C. **Collection Regardless of Difficulty.** Contractor shall provide Collection service regardless of the  
 1299 difficulty in providing Collection service or the quantity of Discarded Materials generated by  
 1300 Customers if it is safe for Contractor's personnel to do so. Contractor may, as applicable, be required  
 1301 to use smaller Vehicles as provided in Section 5.4.

1302 D. **Entry onto Private Property.** Contractor may enter onto private property to provide alternative  
 1303 location services to disabled Customers in accordance with Exhibit B1. Contractor may enter onto  
 1304 private property to provide push out Collection service to Customers who subscribe to push out  
 1305 service in accordance with Exhibit B.

1306 Contractor shall promptly repair any damage caused to private property resulting from actions  
 1307 under its control and/or negligence on the part of Contractor's employees or agents. For incidents  
 1308 for which damage is estimated to exceed \$5,000 to repair, Contractor shall provide notice to the  
 1309 City Contract Manager within five (5) Working Days of incident.

1310 Contractor may require Customers on private roads to sign reasonable road damage liability waivers  
 1311 prior to operating on such private streets. If Customers on private roads fail to sign such waivers,  
 1312 Contractor may, upon approval, which may or may not be conditional, from the City Contract

1313 Manager require them to receive service at the nearest public right of way. The City Contract  
1314 Manager shall review and approve the form of such waiver.

1315 E. **Proper Container Set Out.** Contractor may educate the public on proper set-out procedures  
1316 designed to maximize the efficiency of Collection (e.g., Carts spaced three (3) feet apart). Such  
1317 education may be provided in the form of City-approved Container tags to be affixed to improperly  
1318 placed Containers and/or City-approved guidelines for proper set out posted on Contractor's  
1319 website. However, Contractor acknowledges that such procedures are not practical in all  
1320 circumstances and failure of the Customer to follow such procedures does not constitute a reason  
1321 for non-Collection if the Discarded Materials may be safely and reasonably serviced. Contractor's  
1322 route drivers shall dismount their Collection vehicles and reposition Containers as necessary to  
1323 provide Collection service. In such instances, Contractor may leave a Courtesy Notice, approved by  
1324 the City's Contract Manager, as described in this Section. Contractor may not require a Customer to  
1325 set out the Customer's Containers in such a manner that would block vehicle access to Customer's  
1326 driveway. Contractor and Customers may mutually agree to uncommon service locations if  
1327 necessary for Collection in specific areas (e.g., setting out all of the Carts in a court in a line down  
1328 the middle of the court as opposed to Curbside.) Such agreements between Contractor and  
1329 Customer shall be reported to the City as provided in Exhibit D.

1330 In the event that Contractor encounters circumstances at a Customer Premises that allow for safe  
1331 Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures  
1332 (including, but not limited to over-full Containers, spills not caused by the Contractor, Carts placed  
1333 too close together, Carts placed in front of one another, Carts placed too close to parked cars),  
1334 Contractor shall Collect the material and follow the noticing and resolution procedures described in  
1335 Section 4.12.2.

1336 Contractor shall retrieve Containers moved by others that have been reported to Contractor by the  
1337 Customer or City, on or before the end of the next day on which Contractor must provide service in  
1338 accordance with Exhibit B.

1339 City Contract Manager may during the Term of the Agreement request Contractor identify,  
1340 facilitate, manage and/or subcontract for the services of a Downtown scout service. Such service  
1341 shall be provided as demand requires and in compliance with the Municipal Code, by a third  
1342 party(ies) on a per-fee subscription basis as determined by the provider unless the City determines  
1343 it shall set such fees through the City's utility Rate structure. To the extent Contractor arranges for,  
1344 facilitates provision of, or otherwise coordinates provision of Downtown scout service by a third  
1345 party(ies) that is not a Subcontractor, Contractor will receive a reasonable level of compensation as  
1346 an allowable cost in the form of an administrative fee to be determined at the time the service is  
1347 provided.

1348 F. **Multi-Family and Commercial Push Out Service.** Upon Customer request, as specified in Customer's  
1349 service subscription, and as otherwise required under the Sunnyvale Municipal Code, Contractor  
1350 shall provide push out service for Discarded Materials to Multi-Family and Commercial Premises in  
1351 accordance with Exhibits B2 and B3. Contractor shall commence push out Collection service on the  
1352 next regularly scheduled Collection service day for said Customer's route following that Customer's  
1353 request for push out service. Push out services are comprised of exiting from the Collection vehicle,  
1354 moving the Customer's Container from its storage place (including enclosures) to the vehicle for  
1355 Collection, and returning the Container to its storage place.



1356 Upon approval of the City's Contract Manager, Contractor may refuse to provide push out service if  
1357 Customer's roadway surface is not conducive to moving heavy Containers and/or placement of  
1358 Container(s) requires drivers to push the Container up an incline greater than three (3) percent.  
1359 Contractor shall not provide push out service for Solid Waste Containers that are larger than four  
1360 (4) cubic yards or Food Scraps Containers that are larger than one (1) cubic yard.

1361 G. **Non-Collection, Courtesy Noticing.** Prior to the Commencement Date and as detailed in Section  
1362 4.12.2, Contractor shall develop and submit template notices to the City Contract Manager for  
1363 review and approval.

1364 H. **Contamination.** As detailed in Section 4.12.2, Contractor may refuse to Collect Recyclable Materials  
1365 or Organic Materials Containers that are Contaminated, and shall leave an approved Non-Collection  
1366 Notice informing Customer how to properly separate materials.

1367 I. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for  
1368 Collection, fuel, and other vehicle fluids while providing services under this Agreement. Contractor  
1369 shall ensure that Collection vehicle drivers utilize vehicle cameras and mirrors to identify instances  
1370 in which Discarded Materials spill onto sidewalks or streets during Collection of Discarded Materials  
1371 Containers. Upon leaving Customer locations for the Approved Facility, and leaving the Approved  
1372 Facility, Contractor shall ensure no remaining Discarded Materials are at risk of spilling from the  
1373 Collection vehicle. If any materials are spilled or leaked during Collection and Transportation, the  
1374 Contractor shall clean up all spills or leaks before leaving the site of the spill but in all events within  
1375 two (2) Working Hours of Customer's Complaint thereof or the City Contract Manager's direction.  
1376 Contractor shall ensure that each Collection vehicle carries a broom, shovel, and absorbent material  
1377 at all times for this purpose; Contractor shall train its employees in their use.

1378 Contractor shall not transfer loads from one vehicle to another on any Public Street, unless it is  
1379 necessary to do so because of mechanical failure, combustion of material in the truck, or accidental  
1380 damage to a vehicle.

1381 J. **Covering Loads, No Leakage.** Contractor shall place tarps on all open Drop Boxes at the pickup  
1382 location before Transporting materials to the Approved Facility and ensure the entire load is  
1383 covered without any gaps or materials sticking out of Box, and is sealed so as to ensure no leakage  
1384 of fluids. Contractor shall pay all fees charged to Contractor by the operator of the Approved Facility  
1385 for improperly covered loads or purchase of a tarp, and those fees shall be considered non-  
1386 allowable costs under Exhibit E.

1387 K. **Clean Up.** Drivers shall use on-board cameras and mirrors to spot any Discarded Material falling  
1388 from any Container during Collection, and shall immediately clean up the litter or spillage. Drivers  
1389 shall clean up litter in the immediate vicinity of any Discarded Materials storage area (including the  
1390 areas where Collection Bins and Debris Boxes are delivered for Collection) whether or not  
1391 Contractor has caused the litter as soon as possible, but in all events within two (2) Working Hours  
1392 of Customer's Complaint thereof or the City Contract Manager's direction. Contractor shall discuss  
1393 instances of repeated spillage not caused by Contractor directly with the Customer responsible and  
1394 will report such instances to City Contract Manager in its monthly report filed in accordance with  
1395 Exhibit D. City shall attempt to rectify such situations with the Customer, including issuance of  
1396 Customer fines in accordance with the Sunnyvale Municipal Code, if Contractor has already  
1397 attempted to rectify without success.

1398 L. **Clean Up of Illegal Dumping.** Contractor shall respond to all notifications from City regarding spilled  
 1399 or illegally dumped Discarded Materials, including Bulky Items, during Working Hours and, in  
 1400 emergencies, at night and on weekends. Contractor shall Collect and deliver such Discarded  
 1401 Materials to the Approved Facility, provided it does not exceed in volume the amount which can be  
 1402 Collected by a two-person crew in a large pick up, truck, or Collection vehicle.

1403 M. **Development and Review of Collection Specifications.** Contractor shall work with the City to  
 1404 develop standard specifications for Collection Container enclosures at Commercial and Multi-Family  
 1405 Premises. These specifications shall be developed to ensure that the Collection Container  
 1406 enclosures are built to provide adequate space for and suitable configuration to allow the  
 1407 Contractor to safely and efficiently service Recyclable Materials, Organic Materials, and Solid Waste  
 1408 Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon  
 1409 request by the City Contract Manager, provide a review of plans for new Multi-Family and  
 1410 Commercial development or project design drawings. Contractor shall provide comments and  
 1411 recommendations resulting from the review in writing within five (5) Working Days of receipt of the  
 1412 documents for review. In each review report, Contractor shall comment on the acceptability of the  
 1413 proposed arrangements in terms of: i) the adequacy of space for Recyclable Materials, Organic  
 1414 Materials, and Solid Waste Containers; ii) the accessibility of the Containers for Collection including  
 1415 whether additional charges (e.g., push/pull, locking, etc.) would apply; iii) ease of use of Containers  
 1416 by tenants and potential for Collection-related injury to Contractor's workers; iv) Safe Collection  
 1417 vehicle access to and exit from the Premises and safety and efficiency of Collection vehicle  
 1418 accessibility to Containers, enclosures or, staging areas; and, v) equipment compatibility of  
 1419 Customer-owned containers (e.g., Compactors, Compactor Bins, etc.).

1420 N. **No Commingling of Materials.** Contractor shall Collect materials generated in the City in Collection  
 1421 Vehicles separately from other materials generated outside the City service area, unless otherwise  
 1422 approved by the City Contract Manager. Contractor shall not commingle materials which have been  
 1423 Source Separated with other materials types (for example, Source Separated Recyclable Materials  
 1424 which have been properly placed for Collection shall not be combined with Solid Waste or Source  
 1425 Separated Organic Materials).

#### 1426 **5.4 COLLECTION VEHICLE REQUIREMENTS**

1427 A. **General Requirements.** Contractor shall maintain all properties, facilities, and equipment used in  
 1428 providing service under this Agreement in a safe, neat, clean, and operable condition at all times.  
 1429 Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently  
 1430 perform the work required by the Agreement in strict accordance with its terms. Contractor shall  
 1431 have available during Working Hours on Working Days at least one (1) back up vehicle for each type  
 1432 of Collection vehicle used (including side loaders, front end loaders, roll off, Recycling Split-  
 1433 Compartment Vehicle, FoodCycle Split-Compartment Vehicle, and rear loader) to respond to  
 1434 scheduled and unscheduled maintenance, service requests, Complaints, and emergencies.

1435 Contractor shall register all vehicles used by Contractor in providing Discarded Materials Collection  
 1436 services with the California Department of Motor Vehicles (DMV). Contractor will provide copies of  
 1437 proofs of purchase of all vehicles, DMV registrations and vehicles' insurance to the City Contract  
 1438 Manager as provided in Exhibit D. All such vehicles shall have watertight bodies designed to prevent  
 1439 leakage, spillage, or overflow. All vehicles acquired prior to the Commencement Date shall meet  
 1440 On-Road Heavy Duty Vehicle emissions requirements for model year 2020, regardless of the actual  
 1441 model year of Contractor's vehicles, and generally comply with all Federal, State, county, and local

1442 laws and regulations. Vehicles acquired on or after the Commencement Date shall meet all  
1443 emissions requirements in Applicable Law as of the purchase date. Contractor's vehicles shall utilize  
1444 Recycled motor oil to the extent practicable.

1445 Collection vehicles used to service Single-Family Premises shall have the capability of carrying and  
1446 safely transporting empty and full Used Oil Recovery jugs and filters, Used Cooking Oil in Contractor-  
1447 approved Container, the capacity to Collect bundled Cardboard, as well as the capacity to carry  
1448 household batteries to ensure that Contractor is capable of complying with Exhibit B.

1449 The default useful life for all Collection vehicles is assumed to be twelve (12 years), depreciated over  
1450 10 years. Contractor shall notify City Contract Manager of all Contractor's proposed acquisitions of  
1451 new Collection vehicles and acquire those vehicles only following City Contract Manager approval.  
1452 Contractor proposal to replace a given vehicle in less than twelve (12 years) must be supported by  
1453 maintenance records and associated documentation verifying that it is cost effective for the City to  
1454 incur the cost of an earlier replacement. Contractor shall within ten (10) Working Days notify the  
1455 City Contract Manager of any change in vehicle use or identification information, as listed in Exhibit  
1456 D , Annual Report Section 3.C.

1457 B. **Fleet Planning.** Consistent with the City's climate action plan, City and Contractor shall proactively  
1458 take such steps as are necessary to plan for, and upon City direction, Contractor shall execute  
1459 transition of the vehicle fleet used to provide Collection services under this Agreement to reliance  
1460 on electricity. In the near-term, Contractor shall transition from use of CNG (compressed natural  
1461 gas) to renewable gas that is SB 1383 compliant. Contractor shall quarterly inform City on status of  
1462 this transition. Contractor shall report to the City no less than annually on the status of the  
1463 transition, as provided in Exhibit D. The Parties shall, no less than annually confer on the degree  
1464 which it is technically and economically feasible to transition some or all vehicles to electricity.

1465 C. **Fuel Use.** Contractor is solely responsible for ensuring safe and efficient use of fuel consistent with  
1466 the requirements of Section 5.4.B.

1467 D. **Fueling Station.** Contractor is solely responsible for ensuring safe and efficient operation of the  
1468 fueling station. Contractor shall enter into a Subcontract for facility renovation, operation and  
1469 maintenance of the fueling station, as provided in Section 3.3 and based on the Subcontractor  
1470 proposal contained in Exhibit G1 Technical Proposal. During Contract Year One (1), Contractor shall  
1471 commence the fueling station renovation, as described in Exhibit G1 Technical Proposal, and as  
1472 further specified in Exhibit G2 Cost Basis for Proposal and Exhibit G3 Proposal Review and  
1473 Negotiation Documentation.

1474 E. **Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor  
1475 shall coordinate with Approved Facility operator to ensure that all vehicles used by Contractor to  
1476 deliver Discarded Materials to the Approved Facility(ies) are weighed to determine unloaded  
1477 ("tare") weights. Contractor shall ensure that for each vehicle, operator electronically records the  
1478 tare weight, identifies vehicle as Contractor-owned, and provides a distinct vehicle identification  
1479 number. As provided in Exhibit D, Contractor shall provide City Contract Manager with an initial  
1480 report listing the vehicle tare weight information. Contractor shall promptly weigh additional or  
1481 replacement vehicles prior to placing them into service. Contractor shall coordinate with the  
1482 Approved Facility operator to recheck tare weights at least annually, or within fourteen (14)

1483 calendar days of a City request, and shall re-tare vehicles immediately after any major maintenance  
1484 or service event.

1485 If vehicle receiving and unloading operations are recorded on video cameras at the Approved  
1486 Facility, Contractor shall coordinate with Approved Facility operator to make those videos available  
1487 for City review, and shall provide the name of the driver of any particular load if available.

1488 F. **Vehicle Operation.** Contractor shall operate Collection vehicles in compliance with the California  
1489 Vehicle Code and all applicable safety and local ordinances. Contractor shall not load vehicles in  
1490 excess of the manufacturer's recommendations or limitations imposed by State Department of  
1491 Transportation or local weight restrictions on Collection vehicles.

1492 Contractor shall ensure that Contractor's employees operate Contractor's Collection vehicles in a  
1493 manner that prevents tire skidding damage to the finished pavement surfaces of City streets during  
1494 routine stopping and starting to Collect Discarded Materials. Contractor shall use cameras and other  
1495 methods to detect tire skidding and will take disciplinary action against employees responsible for  
1496 skid marks on private pavement or City streets.

1497 G. **Noise.** All Collection operations shall be conducted as quietly as possible. Contractor shall  
1498 incorporate noise control features throughout the entire Collection vehicle and shall conform to  
1499 applicable Federal, State, County, and City noise level regulations, including the requirement that  
1500 the noise level during the stationary compaction process not exceed seventy-five (75) decibels at  
1501 any one time with the additional requirement of not exceeding sixty-five (65) decibels for one-  
1502 minute duration. All decibel readings shall be based on a distance of fifty (50) feet from any part of  
1503 the Vehicle. The City may conduct random checks of noise emission levels to ensure compliance  
1504 with this standard. The City may request Contractor to check any piece of equipment for  
1505 conformance with the noise limits in response to Complaints and/or when the City Contract  
1506 Manager believes it is reasonable to do so.

1507 H. **Appearance and Signage.** Collection vehicles shall present a clean appearance while providing  
1508 service under this Agreement. Contractor shall paint all Collection vehicles uniformly in a color  
1509 approved by City. Contractor shall submit the specifications for all vehicles for City Contract  
1510 Manager approval prior to their use. Contractor's name, local telephone number, and a unique  
1511 vehicle identification number designated by Contractor for each vehicle shall be displayed on all  
1512 vehicles in at least three (3) inch characters on the front, back, and both sides of each Collection  
1513 vehicle. Contractor shall not place the City's logo on its Collection vehicles.

1514 Vehicles shall be equipped with sign board holders or other hardware to allow public education  
1515 signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the  
1516 vehicle. Such public education signage shall be approved by City prior to use and shall be changed  
1517 twice per year, or as directed by City Contract Manager, upon City direction.

1518 Contractor shall label the back of FoodCycle Collection vehicles in a manner that indicates which  
1519 side is used for the Collection of Food Scraps and which side is used for the Collection of Solid Waste.  
1520 Such FoodCycle Collection vehicle signage must be approved by City Contract Manager prior to use.

1521 Contractor shall label the back of Dual Stream Recyclable Materials Collection vehicles in a manner  
1522 that indicates which side is used for the Collection of Recyclable containers and which side is used

1523 for the Collection of Recyclable fibers. Such Dual Stream Recyclable Materials Collection vehicle  
1524 signage must be approved by City Contract Manager prior to use.

1525 I. **Cleaning and Painting.** Contractor shall thoroughly wash vehicles used in the Collection of Discarded  
1526 Materials at least once every Working Day and thoroughly steam clean them at least once every  
1527 week. City may inspect Collection vehicles at any time to determine compliance with sanitation  
1528 requirements. Contractor shall make Collection vehicles available to the Santa Clara County Health  
1529 Department for inspection, at any frequency it requests. Contractor shall maintain records of vehicle  
1530 cleaning and painting by department, vehicle and date, for annual submittal to the City Contract  
1531 Manager as provided in Exhibit D.

1532 Contractor shall repaint all vehicles used in Collection of Discarded Materials as often as is necessary  
1533 to maintain the appearance of having been repainted within twelve (12) months. The City Contract  
1534 Manager may require repainting of a specific Collection vehicle(s) as necessary to ensure that such  
1535 vehicles give the appearance of having been repainted within twelve (12) months, in which event,  
1536 Contractor will repaint them within thirty (30) days' notice from City Contract Manager's direction  
1537 to repaint. The City Contract Manager's ability to require painting in no way alleviates Contractor of  
1538 its sole responsibility for ensuring high-quality Collection vehicle appearance at all times.

1539 J. **Inspections and Repairs.** Contractor shall inspect each vehicle daily to ensure that all equipment is  
1540 operating properly. Vehicles that are not operating properly shall be taken out of service until they  
1541 are repaired, operate properly, and perform all scheduled maintenance functions in accordance  
1542 with the manufacturer's specifications and schedule. Contractor shall keep accurate records with  
1543 respect to each Collection vehicle of all vehicle maintenance, recorded according to date and  
1544 mileage and shall make such records available to the City Contract Manager upon request.

1545 Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which  
1546 repairs are needed because of accident, breakdown or any other cause so as to maintain all  
1547 equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor  
1548 shall obtain warranty performance. Contractor shall maintain accurate records of repairs, which  
1549 must include the date, mileage, nature of repair, and the signature of a maintenance supervisor that  
1550 the repair has been properly performed.

1551 K. **Vehicle Inventory.** Contractor shall furnish sufficient equipment to provide all service required  
1552 under this Agreement, including backup Collection vehicles. Contractor shall furnish the City  
1553 Contract Manager with a written inventory of all vehicles, including Collection vehicles, used in  
1554 providing service, and shall update the inventory annually as part of Contractor's annual report  
1555 submitted to City Contract Manager as provided in Exhibit D. In the inventory, Contractor shall list  
1556 all Collection vehicles by manufacturer, ID number, date of acquisition, type, capacity, and decibel  
1557 rating.

1558 L. **Storage.** Contractor shall arrange to store all Collection vehicles and other equipment in safe and  
1559 secure location(s).

1560 M. **Vehicle Selection.** After consultation with and receipt of approval from City Contract Manager, and  
1561 consistent with the fuel-related provisions of Sections 5.4.B. and C., Contractor may select the type  
1562 of Collection vehicles to be used, or change the type of Collection vehicles previously selected, for  
1563 Collection of Discarded Materials for the remainder of the Term. When making recommendations,  
1564 Contractor shall seriously consider the advice of the City Contract Manager and shall propose



1565 Collection vehicles that will help to promote efficiency, maintain a high level of service, reduce costs  
1566 consistent with the level of service to be provided, and that will be reasonable and necessary in light  
1567 of the scope of service.

1568 Contractor shall, on an ongoing basis, assess the need for use of smaller Collection vehicles, or  
1569 additional smaller Collection vehicles for Collection in denser areas of the City.

1570 **5.5 COLLECTION ROUTES**

1571 A. **Route Schedules.** To preserve peace and quiet, Contractor's Collection routes shall be selected in a  
1572 manner that minimizes damage to City and private streets, and minimizes inconvenience and  
1573 disturbance to the public.

1574 At least ninety (90) days prior to the Commencement Date, Contractor shall provide, for City  
1575 Contract Manager approval, maps defining all Collection routes, including with the days and the  
1576 times at which Collection shall regularly commence for Customers and for City facilities. City and  
1577 Contractor shall confer and agree on the format of such maps prior to their development and  
1578 submittal.

1579 B. **Route Changes.** Contractor shall submit to the City Contract Manager, in writing, any proposed  
1580 Route change affecting more than five (5) percent of the accounts on a Route (including maps  
1581 thereof) not less than sixty (60) days prior to the proposed date of the change. Contractor shall not  
1582 implement any Route changes without the prior review and approval of the City Contract Manager.  
1583 Contractor shall notify the City Contract Manager not less than thirty (30) days prior to notifying  
1584 affected Customers of Route changes. Contractor shall notify Customers, in writing, of planned  
1585 Route changes not less than thirty (30) days before the proposed date of implementation.

1586 C. **Route Documents.** Contractor shall maintain a routing system and make available to City Contract  
1587 Manager upon request and at no cost to City, either electronic documents or online information  
1588 containing at least the following information:

- 1589 1. Maps, lists, and sequence of all stops on all routes;
- 1590 2. Route number, name, address, day, and type of Collection;
- 1591 3. Streets serviced;
- 1592 4. For accounts billed by Contractor, those addresses without active accounts and the date  
1593 service terminated;
- 1594 5. Addresses subscribing to one of the special service options and which option it is;
- 1595 6. Detailed service information reported by City (such as location of Containers on a corner lot);
- 1596 7. Accounts approved for Saturday Collection as described in Section 5.2.A.2; and
- 1597 8. Accounts approved by City Contract Manager for earlier Collection as provided in Section  
1598 5.2.A.



1599 Contractor shall periodically check the routes to ensure that drivers are providing service in  
1600 accordance with Contractor's routing system. Upon receiving City Contract Manager approval to  
1601 change its routing system, Contractor shall update its Route documents, and provide to City  
1602 Contract Manager as specified in Exhibit D.

1603 D. **Annual Route Checks.** City and Contractor shall review current routes and routing system no less  
1604 than annually for changes in total accounts or other factors that may affect routing. Otherwise,  
1605 Contractor shall be prepared to review routes or routing system within ten (10) days of City Contract  
1606 Manger request.

1607 E. **Route Audits.** The City reserves the right to conduct audits of Contractor's Collection routes. The  
1608 Contractor shall cooperate with the City in connection therewith, including permitting City  
1609 employees or agents, designated by the City Contract Manager, to ride in the Collection vehicles in  
1610 order to conduct the audits.

1611 **5.6 CONTAINER REQUIREMENTS**

1612 A. **Containers Provided to Customers.** In accordance with Exhibit B, Contractor shall provide  
1613 Containers to new Residential Customers requesting service initiation, or existing Residential  
1614 Customers requesting a change in service by the next regularly scheduled Collection service day for  
1615 that Customer's route following that Customer's initial request for service. Upon notification of a  
1616 requested start or change in service by either a Commercial Customer, or the City Contract Manager  
1617 requesting or changing service on behalf of the Commercial Customer, Contractor shall deliver  
1618 Containers to Commercial Customers by the next Working Day. Containers shall be designed and  
1619 constructed to be watertight and prevent the leakage of liquids. All Containers shall display the  
1620 Contractor's name, logo, telephone number, website address, capacity (yards or gallons), and an  
1621 identifying inventory or serial number.

1622 Contractor shall notify the City Contract Manager of all Contractor's proposed acquisitions of new  
1623 Containers and shall acquire those Containers only following City Contract Manager approval, which  
1624 will be deemed given in conjunction with City's approval of Contractor's payment request  
1625 documenting the proposed acquisition.

1626 B. **Removal of Containers Upon Cancellation.** Upon cancellation of any service by Customers, or upon  
1627 notification of cancellation of service by City Contract Manager, Contractor shall remove all  
1628 Containers previously supplied by Contractor from the Premises of the Customer within seven (7)  
1629 Working Days.

1630 C. **Notices Regarding Collection Requirements.** Within seven (7) days after receipt of communication  
1631 from Customer or the City Contract Manager that a formerly unoccupied Multi-Family Residential  
1632 Premise or a Commercial Premise is occupied, or that a change of ownership of an occupied Multi-  
1633 Family Residential Premise or Commercial Premise has occurred, and if the Multi-Family or  
1634 Commercial Customer (either Owner or occupant) has failed to request service for Collection of  
1635 Discarded Materials, Contractor shall give written notice to that Customer that weekly Collection  
1636 service is required by City ordinance. Contractor shall send a copy of that written notice to City  
1637 Contract Manager at the same time it sends the notice to that Customer.

1638 D. **Public Litter Containers.** Contractor shall service Public Litter Containers as provided in Exhibit B.

1639 E. **Container Standards**

- 1640 1. All new Carts and Bins shall have the ability to be routed, associated with a Customer, tracked,  
1641 and inventoried, through the use of any combination of the best available technology  
1642 (hardware and/or software), as agreed by City Contract Manager.
- 1643 2. All Carts shall be manufactured by injection or rotational molding methods and shall meet the  
1644 Cart design, color, and performance requirements provided in Section 4.8.3 and Exhibit J.  
1645 Carts shall have a useful life of ten (10) or more years as evidenced by a manufacturer's  
1646 warranty or other documentation acceptable to the City; Yard Trimmings Carts shall be  
1647 assumed to have useful life of fifteen 15 years, depreciated over 10 years.
- 1648 3. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal  
1649 regulations for Bin safety and be covered with attached lids.
- 1650 4. Contractor shall differentiate Solid Waste Containers, Recyclable Materials Containers and  
1651 Organic Materials Containers from each other by providing Containers of different colors in  
1652 accordance with Section 4.8.3.
- 1653 5. Contractor shall obtain the City Contract Manager's approval of Container specifications,  
1654 colors, and labeling before acquisition, painting, and labeling occurs.
- 1655 6. When purchasing plastic Collection Containers, Contractor shall purchase Containers that  
1656 contain a minimum of 30% post-consumer Recycled plastic content.
- 1657 7. All such Containers shall be Recycled at the end of their useful life.

1658 F. **Container Labeling.** All markings on the Containers shall be approved by the City Contract Manager  
1659 in advance of ordering such Containers consistent with Section 4.8.3. On the lid of each Cart, and  
1660 the body of each Bin, Drop Box, and Public Litter Container, Contractor shall label the ultimate  
1661 destination of such materials as follows: "LANDFILL" for Solid Waste; "CONTAINERS" for Recyclable  
1662 Materials that are rigid containers; PAPER for Recyclable Materials that are composed of fibers  
1663 (including, mixed paper); "YARD TRIMMINGS" for Yard Trimmings; and, "FOOD SCRAPS" for Food  
1664 Scraps. Contractor shall imprint Recyclable Materials Containers with the Recycling logo. On the  
1665 body of each Cart, Bin, and Drop Box, Contractor shall label the Container capacity (in gallons for  
1666 Carts, and cubic yards for Bins and Drop Boxes). Container body labeling shall be positioned on the  
1667 side of each Container so it is visible to the Customer (or public, in the case of Public Litter  
1668 Containers) at all times.

1669 Containers must be in bright, readily identifiable colors to facilitate Customer's ready recognition of  
1670 Solid Waste, Recyclable Materials, and Organic Materials, in accordance with Exhibit J, and subject  
1671 to City Contract Manager's approval. Subject to City Contract Manager approval, Contractor shall  
1672 display City's name, website, and Contractor's designated telephone number using labels, decals,  
1673 or other approved method. Upon expiration or early termination of this Agreement, Contractor shall  
1674 transfer access and rights of such phone number and website to the City. Contractor shall be  
1675 prohibited from including Contractor's name and/or logo on any Containers utilized in the City.

1676 All Containers shall be labeled in accordance with the requirements of SB 1383 and consistent with  
1677 Section 4.8. Recyclable Materials and Organic Materials Container labels must include at least three

1678 (3) graphic examples of materials that are accepted in the Container, and at least two (2) graphic  
1679 examples of materials that are prohibited from being placed in the Container, clearly displaying that  
1680 the prohibited materials are prohibited (using recognizable symbols). Solid Waste Container labels  
1681 must include at least two (2) graphic examples of materials that are prohibited from being placed  
1682 in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable  
1683 symbols), and a statement that proper separation of Recyclable Materials and Organic Materials is  
1684 mandatory.

1685 All Carts shall include a high-quality educational information label using in-mold technology, such  
1686 that all labeling shall be integral to the lid, through the use of injection molding, and shall not be  
1687 affixed to any part of the Cart or lid through the use of adhesives. Notwithstanding the provisions  
1688 of this Section, or the requirements of SB 1383, the in-mold lid label shall include: information about  
1689 the Collection program; acceptable materials; prohibited materials; notification forbidding  
1690 Hazardous Waste and describing proper Disposal thereof; notification forbidding scavenging  
1691 (through words and international symbols) and describing the penalties therefore under California  
1692 law or City Resolution; and, the City's name and logo. All Container label artwork shall be approved  
1693 by City Contract Manager prior to installing such labels on Carts, Bins, or Drop Boxes.

1694 G. **Repair and Replacement of Containers.** Contractor shall be responsible for repairing or replacing  
1695 Containers that are damaged during Collection operations; when Contractor determines the  
1696 Container is no longer suitable for service; or when the City or Customer requests replacement of a  
1697 Container that does not properly function, leaks, is damaged, or is otherwise not fit for service.  
1698 Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor  
1699 shall repair or replace all damaged or broken Containers within three (3) Working Days of Customer  
1700 or City Contract Manager request, and update the inventory as required in subsection H.

1701 If so many Containers are so severely damaged due to a common design or manufacturing defect  
1702 that the frequency and type of the defect makes prompt repair or replacement not feasible using  
1703 Reasonable Business Efforts, Contractor shall diligently pursue with the manufacturer a remedy to  
1704 cure the defect and will propose to the City Contract Manager, for City's review, comment, and  
1705 approval, a plan that states how and when repair or replacement of such Containers will occur,  
1706 subject to Section 3.6.

1707 Contractor shall provide to Single-Family Customers at least one (1) free Cart replacement per any  
1708 twelve (12) month period for any reason, upon Customer request. If Customer requests more than  
1709 one (1) Cart replacement per any twelve (12) month period, Contractor shall make Carts available  
1710 at the City-approved Contractor Payment for such services. In addition, Single-Family Customers  
1711 may also request one Cart size exchange per Contract Year at no charge. All such Containers shall  
1712 be provided within three (3) Working Days of request. Contractor's failure to comply with the  
1713 Container requirements may result in assessment of Liquidated Damages pursuant to Section 10.6  
1714 and Exhibit F.

1715 H. **Inventory.** Contractor shall maintain a sufficient inventory of Containers to accommodate new  
1716 Customer requests for service, requests for changes in Service Levels (size, type, or number of  
1717 Containers) from current Subscribers, and requests for replacements due to damage to Containers.  
1718 Contractor shall provide City Contract Manager with updated Container inventory as provided in  
1719 Exhibit D, or as otherwise requested.

1720 I. **Maintenance, Cleaning, Painting.** Except as otherwise provided, the provisions of this Section 5.6.I.  
1721 apply to Contractor-owned Containers. All Containers shall be maintained in a safe, serviceable, and  
1722 functional condition and present a clean, attractive appearance. Contractor shall repair or replace  
1723 all Containers damaged by Collection operations in accordance with standards specified in Exhibit  
1724 J, unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed  
1725 for repair or replacement of Container at a City-approved Rate for such service. All Containers shall  
1726 be maintained in a functional condition.

1727 Contractor is not responsible for maintenance of Customer-owned Containers but shall promptly  
1728 notify any Customer for which Collection of a Customer-owned Container is unsafe, makes  
1729 Collection more difficult, or otherwise requires maintenance. Contractor may, but is not required  
1730 to provide painting of Customer-owned Containers at a City-approved charge. The City Contract  
1731 Manager may require Contractor to periodically track, and report on the appearance of Customer-  
1732 owned Containers.

1733 Contractor shall steam clean and repaint all Bins as often as is necessary to maintain the appearance  
1734 of having been repainted within twelve (12) months, or if requested by the City Contract Manager,  
1735 so as to present a clean, attractive appearance. Contractor shall require Collection Route  
1736 supervisors and Collection vehicle drivers to proactively submit work orders for Containers,  
1737 including Carts and Bins, observed in the field that require maintenance, including repair, cleaning,  
1738 and repainting. In accordance with Exhibit D, Contractor shall include in its quarterly report the  
1739 number and type of work orders proactively created by Route supervisors and Collection vehicle  
1740 drivers.

1741 Contractor shall not be required to steam clean and repaint all Bins at least once per year if: (1) the  
1742 City Contract Manager determines that repainting specific Containers at that frequency is not  
1743 necessary because the Bins' appearance is satisfactory, in which event Contractor will repaint them  
1744 the following year or at such time as the City Contract Manager determines that repainting is  
1745 necessary to ensure that the Bin(s) give the appearance of having been repainted within twelve (12)  
1746 months; or, (2) the City Contract Manager determines that repainting specific Bins at a shorter  
1747 frequency is necessary to ensure that such Bins give the appearance of having been repainted within  
1748 twelve (12) months, in which event, Contractor shall repaint such Bins within thirty (30) days' notice  
1749 from City Contract Manager directing repainting.

1750 Contractor shall clean Carts at a frequency sufficient to maintain them in a clean and attractive  
1751 condition.

1752 Contractor shall offer cleaning service (or clean Container exchange) to Residential Customers  
1753 requesting such service, and shall charge Customers for such cleaning (or Container exchange) at  
1754 the City-approved Rate for such service. Commercial Customers shall receive up to two (2) cleanings  
1755 per calendar year for Food Scraps Carts at no additional cost. Contractor shall provide up to two  
1756 thousand (2,000) total cleanings per Fiscal Year at no addition to Contractor's Compensation.

1757 Within five (5) Working Days of Contractor's observation or of City Contract Manager direction,  
1758 Contractor shall remove graffiti from its Containers, unless that graffiti contains obscene words or  
1759 pictures, in which event Contractor shall remove it within forty-eight (48) hours (weekends  
1760 excepted). If requested by City Contract Manager, Contractor shall provide the City Contract

1761 Manager with written notice of graffiti, including a description thereof within two (2) Working Days  
1762 after Contractor discovers it.

1763 Upon request from the City Contract Manager, Contractor shall provide the City with a list of  
1764 Containers and the date each Container was painted and maintained.

1765 The City Contract Manager's ability to require Container cleaning, painting or maintenance in no  
1766 way alleviates Contractor of its sole responsibility for always ensuring high-quality Container  
1767 appearance.

1768 **5.7 PERSONNEL**

1769 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other  
1770 personnel as may be necessary to provide the services required by this Agreement in a safe and  
1771 efficient manner. Contractor shall designate at least one (1) qualified employee as City's primary  
1772 point of contact with Contractor who is principally responsible for Collection operations and  
1773 resolution of service requests and Complaints. Such individual shall be empowered to negotiate on  
1774 behalf of and bind Contractor with respect to any changes in scope, dispute resolution,  
1775 compensation adjustments, and service-related matters which may arise during the Term of this  
1776 Agreement.

1777 B. **Route Supervision.** Contractor understands and acknowledges that route supervision is the primary  
1778 operations link between Contractor's drivers, and Contractor and City CSR's, and that strong,  
1779 consistent, and proactive route supervision plays a crucial role in provision of high-quality Collection  
1780 service and Customer service, and in successful SB 1383 compliance.

1781 Contractor shall designate at least two (2) qualified full-time employees as route supervisors. Route  
1782 supervisors shall spend a minimum of fifty percent (50%) of their time in the field checking on all  
1783 aspects of Collection operations, including responding to Customer requests, inquiries, and  
1784 Complaints, and to City inquiries. Contractor shall ensure route supervisors respond to City phone  
1785 and electronic communications, regardless of media, within sixty (60) minutes from when the  
1786 message was sent. Upon City request, Route supervisors shall be available to meet City staff at  
1787 Customer Premises to provide guidance and assistance on Collection services, including, but not  
1788 limited to, right sizing service for Customers. Route supervisors shall attend monthly Franchise  
1789 Roundtable Meetings.

1790 C. **Driver Qualifications.** Contractor shall ensure that all drivers are trained and qualified in the  
1791 operation of Solid Waste Collection vehicles and have in effect a valid license, of the appropriate  
1792 class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II  
1793 California Department of Motor Vehicles employer "Pull Notice Program" to annually monitor its  
1794 drivers for safety.

1795 D. **Uniforms.** Contractor shall require its drivers, and all other employees who encounter the public to  
1796 wear clean, standardized uniforms bearing Contractor's name and an identification badge or other  
1797 means of identifying the employee, all as approved by City.

1798 E. **No Gratuities.** Contractor shall not permit its employees to demand, solicit or accept, directly or  
1799 indirectly, any additional compensation or gratuity from members of the public for the Collection  
1800 of Solid Waste under this Agreement.



1801 F. **Safety Training.** Contractor shall provide operational and safety training to all of its employees who  
1802 utilize or operate vehicles or equipment for Collection of Solid Waste or who are otherwise directly  
1803 involved in Collection. Such training shall, at a minimum conform with generally accepted industry  
1804 practices for such training. Contractor shall train its employees involved in Solid Waste Collection to  
1805 identify, and not to Collect, Excluded Waste. Contractor shall within sixty (60) days of the  
1806 Commencement Date provide City Contract Manager its safety policy and safety training program,  
1807 the name of its safety officer, and the frequency of its trainings. Contractor shall provide  
1808 comprehensive safety training to its employees described in this subsection no less than quarterly  
1809 and shall provide shorter, targeted safety trainings no less than monthly, or at a frequency  
1810 determined by City. As provided in Exhibit D, Contractor shall document in its quarterly reports its  
1811 conduct of safety trainings during the previous quarter, and document any changes in contact  
1812 information or safety training frequency. Contractor shall provide the most recent version of its  
1813 safety policy and safety training program with its annual report, as provided in Exhibit D. Contract  
1814 Manager or designee may attend training to observe and audit quality and content of training.

1815 G. **Employee Conduct and Courtesy Training.** Contractor shall use its best efforts to assure that all  
1816 employees present a neat appearance and conduct themselves in a courteous manner. Contractor  
1817 shall regularly train its employees (including Collection vehicle drivers, Route supervisors, and  
1818 Customer service representatives) in Customer courtesy, including interaction with the public,  
1819 prohibit the use of loud or profane language, and instruct Collection crews to perform Collection  
1820 work as quietly as possible. Contractor shall provide comprehensive employee conduct and  
1821 courtesy training to its employees described in this subsection no less than annually and shall  
1822 provide shorter, targeted employee conduct and Customer service trainings quarterly, or at a  
1823 frequency determined by City. If any employee is found not to be courteous or not to be performing  
1824 services in the manner required by this Agreement, Contractor shall take all necessary corrective  
1825 measures, including transfer, discipline or termination. If City has notified Contractor of a Complaint  
1826 related to discourteous behavior, upon request of City, Contractor shall reassign the employee to  
1827 duties not entailing contact with the public while Contractor is pursuing its investigation or  
1828 disciplinary process.

1829 H. **Employee Service and Agreement Training.** Contractor shall develop a training program to ensure  
1830 that all staff, including Customer service representatives, Collection drivers, Route supervisors, and  
1831 supervisory staff have a full understanding of the services provided under this Agreement, and of  
1832 other Agreement requirements and provision as necessary to successfully fulfill their individual  
1833 responsibilities. Contractor shall provide comprehensive employee service and Agreement training  
1834 to its employees described in this subsection no less than annually and shall provide shorter,  
1835 targeted employee service and Agreement trainings quarterly, or at a frequency determined by City.

1836 Up to twice per year at City direction and prior to launch of new programs, Contractor's Customer  
1837 service representatives and City's Customer service representatives shall conduct joint Customer  
1838 service trainings.

1839 I. **Driver and Route Supervisor Training.** In addition to the training requirements described in  
1840 subsections F, G and H, Contractor shall provide training to its Collection vehicle drivers, including  
1841 relief Collection vehicle drivers, and Route supervisors in Collection routing and proactive Container  
1842 maintenance resolution.

1843 Contractor shall train its Collection vehicle drivers and Route supervisors on Contractor's standard



1844 route stop sequence for each Route that conforms to Contractor's routing guidelines established in  
1845 accordance with Section 5.5. Contractor shall require all Collection vehicle drivers, including relief  
1846 Collection vehicle drivers, to follow that sequence.

1847 Contractor shall train its Collection vehicle drivers and Route supervisors on proactively identifying  
1848 Containers that require maintenance, including repainting, cleaning, or repair. Such training shall  
1849 include a process for how Collection vehicle drivers and Route supervisors can create and submit  
1850 work orders for Containers, including Carts and Bins, which are in need of maintenance.

1851 Contractor shall revise and/or develop a driver litter abatement training program for City Contract  
1852 Manager review and approval. The program shall, at a minimum, address the following best  
1853 management practices for litter abatement:

1854 1. Closing Container lids and right sizing service: Contractor staff will close each Container lid  
1855 following Collection. Contractor staff will tag overfull Containers with Courtesy Notices, which  
1856 will serve as outreach and education to the Customer. Photos of the Container will be taken  
1857 by drivers, attached to the Customer's account, and will be available to outreach and  
1858 Customer service staff in order to demonstrate to the Customer where a problem exists.

1859 2. Use tags to provide outreach to Customer on importance of bagging lightweight materials  
1860 such as plastic bags, film plastics, foam peanuts, and other materials that can easily become  
1861 litter due to their lightweight nature.

1862 3. Driver training on litter reduction techniques and litter removal best management practices.

1863 4. Affixing signage to the back of Contractor trucks which provides a phone number for residents  
1864 to report material spills. The litter abatement education plan shall be reviewed and approved  
1865 by City prior to use by Contractor.

1866 Contractor shall provide comprehensive driver and Route supervisor training to its employees  
1867 described in this subsection no less than annually and shall provide ongoing targeted driver and  
1868 Route supervisor trainings monthly, or at a frequency determined by City.

1869 J. **Training Materials and Documentation.** Training materials shall be tailored for each employee  
1870 group (Collection vehicle drivers, Route supervisors, supervisory staff, and Customer service  
1871 representatives) and shall be based on industry best practices and applicable Agreement  
1872 requirements. Contractor shall submit its training program materials for employee training  
1873 described in subsections F through I above to City for review and comment sixty (60) days prior to  
1874 the Commencement of the Term, or the implementation of new services. Contractor shall  
1875 incorporate City comments and obtain City Contract Manager approval prior to implementing the  
1876 training programs.

1877 Contractor shall conduct trainings described in subsections (H) and (I) annually, prior to the  
1878 implementation of new services, or as requested by City. Contractor shall digitally record the names  
1879 and titles of employees present at all employee trainings. Contractor shall maintain such employee  
1880 attendance records in accordance with Section 6.1 and shall provide such records to City Contract  
1881 Manager upon request. Contractor shall submit employee training records in its annual reports, as  
1882 provided in Exhibit D.

1883 K. **Designated Staff.** Contractor shall designate one (1) qualified Customer service representative to  
1884 be the primary contact for City Drop Box services provided in accordance with Section 1 and Section  
1885 8 of Exhibit B4. The City's designated Drop Box contact shall be trained in the locations of City  
1886 facilities, special events, and other locations for seasonal City clean-up services provided in Drop  
1887 Boxes. City staff may contact the designated Drop Box contact directly during the normal office  
1888 hours to schedule City clean-up services in Drop Boxes with twenty-four (24) hours' notice. The  
1889 City's designated Drop Box contact shall coordinate Drop Box requests with the Utility Division of  
1890 the City Finance Department. City staff may also contact the designated Route supervisor to request  
1891 City clean-up services in the event that the designated Drop Box contact is not available.

1892 L. **Roster of Employees.** On January 1 and on July 1 of each year of the Term, Contractor shall furnish  
1893 to City a complete roster of all employees providing service under this Agreement, as provided in  
1894 Exhibit D. The roster must contain the name, unique employee identification number, job  
1895 classification, wage Rate, and such other information as City may require.

1896 **5.8 HAZARDOUS WASTE INSPECTION AND HANDLING**

1897 A. **Inspection Program and Training.** Contractor shall develop a load inspection program that includes  
1898 the following components: (i) personnel and training; (ii) load checking activities; (iii) management  
1899 of wastes; and, (iv) record keeping and emergency procedures.

1900 Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i)  
1901 the effects of Hazardous Substances on human health and the environment; (ii) identification of  
1902 prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle  
1903 drivers shall inspect Containers before Collection when practical.

1904 B. **Response to Excluded Waste Identified During Collection.** If Contractor determines that material  
1905 placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's  
1906 employees, the Contractor shall have the right to refuse to accept such material. The Generator  
1907 shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator  
1908 cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a Non-  
1909 Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone  
1910 number of a facility that accepts the Excluded Waste or a phone number of an entity that can  
1911 provide information on proper Disposal of the Excluded Waste. Under no circumstances shall  
1912 Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly  
1913 containerized Excluded Waste from a Collection Container.

1914 If Excluded Waste is found in a Collection Container or Collection area that could possibly result in  
1915 imminent danger to people or property, the Contractor shall immediately notify the Department of  
1916 Public Safety.

1917 C. **Response to Excluded Waste Identified at Processing or Disposal Facility.** Materials Collected by  
1918 Contractor will be delivered to the Approved Facility(ies) for purposes of Processing or Disposal. In  
1919 the event that load checkers and/or equipment operators at the Approved Facility identify Excluded  
1920 Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage  
1921 in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange to remove the  
1922 Excluded Wastes at its cost in accordance with Applicable Laws and regulatory requirements. The  
1923 Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the  
1924 Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost

1925 of Disposal shall be chargeable to the Generator. Within one (1) Working Day of Generator being  
 1926 successfully identified, Contractor's Customer service representative shall contact the Generator  
 1927 and provide information about the public health hazards and subsequent fines associated with  
 1928 Disposal of Excluded Waste.

## 1929 **5.9 CONTRACT MANAGEMENT**

1930 City has designated staff, the City Contract Manager, to be responsible for the monitoring and  
 1931 administration of this Agreement. Contractor shall designate an employee to serve as Contractor's  
 1932 Contract Manager(s), to be responsible for working closely with the City Contractor Manager in the  
 1933 monitoring and administration of this Agreement. It is City assumption that Contractor's General Manager  
 1934 will continue to fulfill this role. The Contractor's Contract Manager shall not be involved in the  
 1935 management, operations, administration, marketing, or other activities of Contractor other than under  
 1936 this Agreement.

1937 The Contractor's Contract Manager shall meet and confer with the City Contract Manager to resolve  
 1938 differences of interpretation and implement and execute the requirements of this Agreement in an  
 1939 efficient, effective, manner that is consistent with the stated objectives of this Agreement. Contractor's  
 1940 Contract Manager shall respond to City requests to meet and confer within three (3) Working Days.

1941 City Contract Manager may at times designate other agents of City to work with Contractor on specific  
 1942 matters. In such cases, those individuals should be considered designates of the City Contract Manager  
 1943 for those matters to which they have been engaged. Such designates shall be afforded all of the rights and  
 1944 access granted thereto. In the event of a dispute between the City Contract Manager's designate and  
 1945 Contractor, the City Contract Manager's determination shall be conclusive.

1946 In the event of dispute between the City Contract Manager and the Contractor regarding the  
 1947 interpretation of or the performance of services under this Agreement, the City Contract Manager's  
 1948 determination shall be conclusive except where such determination results in a material impact to the  
 1949 Contractor's revenue and/or cost of operations. In the event a dispute between the City Contract Manager  
 1950 and the Contractor results in such material impact to the Contractor, the provisions of Section 10.9 shall  
 1951 apply. For the purposes of this section, "material impact" is an amount equal to or greater than fifty  
 1952 thousand dollars (\$50,000).

1953 City Contract Manager or their designate shall have the right to observe and review Contractor operations  
 1954 and enter Contractor's Premises for the purposes of such observation and review, including review of  
 1955 Contractor's records, during reasonable hours with reasonable notice. In no event shall Contractor  
 1956 prevent access to such Premises for a period of more than three (3) calendar days after receiving such a  
 1957 request. City Contract Manager shall be granted access to Contractor's information systems and Customer  
 1958 service database in accordance with Section 4.11.

## 1959 **5.10 ENVIRONMENTALLY-PREFERRABLE PURCHASING**

1960 Contractor shall, prior to the Commencement Date, develop and implement an "Environmentally  
 1961 Preferable Purchasing Policy". The policy shall be subject to review, request for modification, and approval  
 1962 by the City Contract Manager. The policy shall, at a minimum, include provisions for: (1) purchasing  
 1963 materials with the highest available recycled content without materially degrading the performance of  
 1964 the product; (2) purchasing materials that utilize non-toxic, non-polluting alternative chemistry; (3) paying  
 1965 up to twenty percent (20%) more, relative to virgin or toxic content products, for purchasing

1966 environmentally preferable materials and supplies; and, (4) Source Reduction and pollution prevention  
 1967 strategies for Contractor's operations. Contractor shall include a summary of their environmentally-  
 1968 preferable purchasing activities in their Annual Report to City (e.g., volume of recycled content paper  
 1969 purchased, Source Reduction strategies implemented during the year and the quantified results of that  
 1970 strategy, etc.).

## 1971 **5.11 LOCAL PURCHASING PREFERENCE**

1972 Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and  
 1973 supplies used in connection with Agreement from local vendors within the County or State; and in that  
 1974 order of preference. At a minimum, Contractor shall purchase the following items from vendors within  
 1975 the County: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.); printing and publishing services for any  
 1976 and all public education and outreach materials; uniforms, safety clothing/equipment, and work boots;  
 1977 and office supplies.

## 1978 **5.12 PERFORMANCE IMPROVEMENT OVER TIME**

1979 Contractor shall perform services under this Agreement in a manner which supports the City's  
 1980 environmental goals. This includes, but is not limited to, providing Collection services, education, and  
 1981 outreach to Customers and in the community which promote Source Reduction, reuse, Recycling,  
 1982 Composting, and other methods to reduce Disposal. Contractor is required to recommend opportunities  
 1983 for Customers to reduce their Solid Waste subscription levels and increase the level of Recyclable  
 1984 Materials and Organic Materials service received. City may require Contractor to assist City with additional  
 1985 aspects of SB 1383 compliance beyond those contained in the Agreement as of the Effective Date, as  
 1986 provided in Exhibit K (SB 1383 Roles and Responsibilities) pursuant to Section 4.8, and subject to the  
 1987 provisions of Section 3.5.

1988 Common means of measuring progress towards regulatory compliance, such as the percentage of total  
 1989 materials, continue to be of value in measuring community-wide progress towards goals for reduced  
 1990 Disposal and zero waste. Other related measures, such as pounds per day disposed per resident may  
 1991 continue to be useful on a community-wide basis, but like Diversion these measures are influenced by a  
 1992 broad range of societal factors, including changes in population and demographics, and economic  
 1993 strength. Broad measures of Diversion are of limited usefulness for measuring changes in compliance with  
 1994 the Generator-level requirements of SB 1383. Successful implementation of SB 1383 will require broad,  
 1995 ongoing changes in Customer behavior, efforts to which Contractor and City staff will both be contributing.  
 1996 The following includes, but is not limited to measures that can better capture whether sufficient or  
 1997 necessary progress is occurring in implementing SB 1383, and whether it is prudent for the City to shift to  
 1998 a "performance-based" approach to SB 1383 compliance:

1999 A. Increasing Participation - Increasing the percentages of Residential Customers and of Commercial  
 2000 Customers, and the percentage of total Customers receiving Organics Collection service, up to a  
 2001 ceiling of 90% each for Single Family, Multi-Family, Commercial Customers;

2002 B. Increasing Capture Rate - Increasing the average pounds Collected per cubic yard of subscribed  
 2003 Organics Materials capacity by Multi-Family Customers and Commercial Customers; and,

2004 C. Decreasing Contamination - Decreasing the weight of Contamination as a percentage of the weight  
 2005 of total Recyclable Materials and Organic Materials as set-out for Collection, as measured by the  
 2006 waste composition studies.

2007 The Parties will meet and confer no less than annually in conjunction with planning for Contractor  
2008 submittal of Contractor's Compensation application, to assess overall progress in implementing SB 1383,  
2009 the use of metrics such as those listed above for measuring specific progress, and whether these or other  
2010 metrics should be adapted as incentives.

2011 **5.13 CITY OWNERSHIP OF VEHICLES, CONTAINERS, AND PROVISION OF**  
2012 **ACCOUNT INFORMATION AT END OF TERM**

2013 A. **Vehicles.** Upon expiration or early termination of this Agreement, all fully depreciated Vehicles  
2014 purchased prior to or during the Term of the Agreement and remaining in service shall, at the City's  
2015 option and at no cost to the City, become property of the City. All Vehicles purchased during the  
2016 Term of this Agreement that have not been fully depreciated shall be purchased by the City at a cost  
2017 equal to the then remaining depreciation to be claimed. Depreciation for purposes of this Section  
2018 5.13 will be calculated as used for determining Contractor's Payments under this Agreement or the  
2019 Prior Agreement.

2020 B. **Containers.** Upon expiration or early termination of the Agreement, all Containers purchased prior  
2021 to or during the Term of this Agreement, and remaining in service at Customer Premises shall  
2022 become property of the City at no cost to the City if such Containers have been fully depreciated.  
2023 All Containers purchased and put into service at Customer Premises during the Term of this  
2024 Agreement, and Containers in inventory, that have not been fully depreciated may be purchased by  
2025 the City, at the City's option, at a cost equal to the then remaining depreciation to be claimed. All  
2026 Containers purchased by City and in service shall remain at the applicable Customer Premises. Any  
2027 Containers not purchased by City shall be removed from Customer Premises and disposed of by  
2028 Contractor in accordance with Applicable Law.

2029 C. **Fueling Station.** Upon expiration or early termination of this Agreement, should either occur prior  
2030 to June 30, 2037, the City shall pay Contractor for any remaining depreciation related to City-  
2031 approved Contractor's Compensation for Contract Year 1 (Fiscal Year 2021-22) for upgrade of the  
2032 fueling station as provided in Exhibit G2 Cost Basis for Proposal.

2033 D. **New Vehicle and Container Purchases.** Contractor and City shall work cooperatively to minimize  
2034 the purchase price of Vehicles and Containers required to be purchased by the City upon expiration  
2035 or early termination of this Agreement; provided, however, that Contractor shall be compensated  
2036 by means of increased Contractor's Payments for the reasonable and documented increased cost,  
2037 if any, of maintaining Vehicles and Containers that are not replaced on schedule and continue to be  
2038 used after their scheduled replacement dates. No assets shall be replaced within 5 years of the end  
2039 of the Term without the prior written approval of the City.

2040 E. **Contractor Maintenance Obligation.** Contractor agrees to maintain, use and repair in accordance  
2041 with the manufacturers' specifications all Vehicles and Containers that are subject to the City's  
2042 obligation to purchase. Contractor agrees to provide City with applicable maintenance records for  
2043 such Vehicles and Containers prior to City purchase. The City Contract Manager shall have the  
2044 option, at City expense, to perform an inspection of Vehicles and Containers prior to purchase.  
2045 Vehicles and Containers that have not been maintained in accordance with the manufacturers'  
2046 specifications or that are non-functioning shall not be subject to City's purchase obligation.

2047 F. **Records and Equipment Documentation.** Upon expiration or early termination of this Agreement,  
2048 and upon City direction and consistent with the provisions of Section 8.8. Maintenance of Financial



2049 Records, Contractor will furnish City with immediate access to Customer subscription (including  
2050 service and complaint information), routing, and all Contractor records related to Contractor billing  
2051 of accounts.

2052

2053

## **ARTICLE 6. RECORD KEEPING AND REPORTING**

2054

### **6.1 RECORD KEEPING**

2055 Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational,  
2056 and other records related to its performance as shall be necessary to provide reporting under this  
2057 Agreement, Applicable Law, and to demonstrate compliance with this Agreement. Unless otherwise  
2058 required in this Article, Contractor shall retain all records and data required to be maintained by this  
2059 Agreement for the Term of this Agreement plus four (4) years after its expiration or earlier termination.  
2060 Records and data shall be in chronological and organized form and readily and easily interpreted. Upon  
2061 request, any such records shall be retrieved within ten (10) Working Days of a request by the City Contract  
2062 Manager and made available to the City Contract Manager. Contractor shall maintain adequate record  
2063 security to preserve records from events that can be reasonably anticipated such as a fire, theft (physical  
2064 or electronic), and an earthquake. Electronically-maintained data and records shall be protected and  
2065 backed-up as necessary to ensure no loss of data. To the extent that Contractor utilizes its computer  
2066 systems to comply with record keeping and reporting requirements under this Agreement, Contractor  
2067 shall, on a monthly basis, save all system-generated reports supporting those record keeping and  
2068 reporting requirements in a static format in order to provide an audit trail for all data required.

2069 City views its ability to defend itself against Comprehensive Environmental Response, Compensation and  
2070 Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards  
2071 as extremely important its ability to prove where Collected Recyclable Materials, Organic Materials, Solid  
2072 Waste and Construction and Demolition Debris (C&D) are taken for Transfer, Processing, or Disposal.  
2073 Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials,  
2074 Solid Waste, and Construction and Demolition Debris (C&D) Collected were Transferred, Processed, or  
2075 Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor  
2076 shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of  
2077 the Agreement. Contractor shall provide these records to City Contract Manager (upon request or at the  
2078 end of the record retention period) in an organized and indexed manner rather than destroying or  
2079 Disposing of them.

2080

### **6.2 REPORT SUBMITTAL REQUIREMENTS**

2081 Contractor shall submit monthly reports within twenty (20) calendar days after the end of the previous  
2082 month, quarterly reports within twenty (20) calendar days after the end of the calendar quarter.  
2083 Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each  
2084 calendar year. Monthly, quarterly, and annual reports shall, at a minimum, include all data and  
2085 information as described in Exhibit D. Contractor shall submit all reports to the City Contract Manager  
2086 electronically via e-mail using software acceptable to the City.

2087 Contractor may propose report formats that are responsive to the objectives and audiences for each  
2088 report. The format of each report shall be approved by the City Contract Manager, in their sole discretion.  
2089 City Contract Manager may, from time to time during the Term, review and request changes to  
2090 Contractor's report formats and content and Contractor shall not unreasonably deny such requests.



2091 City reserves the right to require Contractor to provide additional reports or documents as City Contract  
2092 Manager reasonably determines to be required for the administration of this Agreement or compliance  
2093 with Applicable Law.

### 2094 **6.3 PERFORMANCE REVIEW AND AUDIT**

2095 A. **City Reviews and Audits.** The City may conduct, and Contractor shall cooperate with, performance  
2096 reviews and/or detailed financial audits at any point during the Term of this Agreement to verify  
2097 Contractor has fulfilled its financial and operational obligations under this Agreement. The purpose  
2098 of such review and audit shall be, without limitation, to review Complaints, billings, and fee  
2099 payments to City, and to determine if Contractor has met the performance standards described in  
2100 this Agreement (including, without limitation, performance standards established in Exhibit F). City  
2101 may choose to enlist professional service providers to perform such reviews and audits. Contractor  
2102 may not influence or control the City's selection of professional service providers. Contractor shall  
2103 cooperate with the City and its agents during the review and audit process. If any noncompliance  
2104 with the Agreement is found, the City may direct the Contractor to correct the inadequacies in  
2105 accordance with Article 10 of this Agreement.

2106 B. **Contractor Audit of Provided Service.** Contractor will audit City's billings to Generators under  
2107 Section 4.11, including:

- 2108 (1) Ensuring that Rates charged accurately match level and frequency of service;
- 2109 (2) Adjusting Service Levels as needed (for example, too much Solid Waste service, and too  
2110 little Recycling and/or Organics service, etc.);
- 2111 (3) Verifying that use of additional Containers is being recorded and reported to City  
2112 properly;
- 2113 (4) Identifying any addresses at which Discarded Materials are being placed for Collection  
2114 without Generator subscribing to service and establishing a Customer account;
- 2115 (5) Verifying if Rear Yard service is still being provided or needed;
- 2116 (6) Verifying that push-out service is being provided and all services are coded properly for  
2117 push-out;
- 2118 (7) Auditing Recycling services: Multi-Family Carts, Split-Carts, Commercial/Industrial  
2119 Cardboard Bins; verifying that Container exists at address, being serviced, correcting  
2120 Container type and number, and verifying Customer-owned Containers by size;
- 2121 (8) Noting any needed repairs, graffiti, Bins that need cleaning or repainting, and  
2122 unauthorized Solid Waste Containers; and
- 2123 (9) Enforcement information, including, but not limited to: compliance with any City-  
2124 approved service waivers, overflowing Containers, messy enclosures, Hazardous Waste,  
2125 odor, disease vectors, severely damaged enclosures, etc.

2126 The purpose of the audits is to determine (1) if services and Containers conform to standards and  
2127 (2) that the amount that City is billing each Generator is correct in terms of the level of service (i.e.,

2128 frequency of Collection, size of Container, location of Container) provided to Generator by  
2129 Contractor. Contractor will audit 1/6th of the Customer accounts each month and submit to City a  
2130 written report on that audit by the 15<sup>th</sup> day of the following month, so that City Contract Manager  
2131 will receive reports monthly that will cover the entire list of Customers twice each year.

2132 C. **Performance Hearing.** At the City's sole option, with at least thirty (30) calendar days written  
2133 notification to the Contractor, it may conduct a public hearing at which the Contractor shall be  
2134 present and shall participate, to review the Contractor's performance and quality of service and  
2135 provide for evaluation of technological and regulatory changes. Performance and service quality  
2136 review hearings may be scheduled by the City at its discretion throughout the Term of the  
2137 Agreement.

2138 **ARTICLE 7.**  
2139 **CITY FEES**

2140 **7.1 FRANCHISE FEE**

2141 The Contractor shall pay a Franchise Fee to City each month. Contractor has proposed and City has agreed  
2142 that the annual amount of the Franchise Fee shall be equal to \$ is \$2,208,528 for all services performed  
2143 under this Agreement and shall be paid in equal monthly installments. Contractor and City agree the  
2144 Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to  
2145 Contractor under this Agreement, which include, but are not limited to, the use of City streets. The full  
2146 amount of the Franchise Fee is an operating expense when computing Contractor's Payment, but the  
2147 Franchise Fee is subtracted from the Projected Annual Cost of Operations to determine profit under  
2148 Section 8.3.A.5. Accordingly, the Franchise Fee is a cost paid solely by Contractor.

2149 **7.2 ADJUSTMENT OF, ADDITION TO FEES**

2150 City may establish other fees or adjust the fees established in this Article from time-to-time during the  
2151 Term of this Agreement and such adjustments shall be included in the adjustment of Contractor Payments  
2152 as described in Exhibit E. Without limiting the foregoing, the Franchise Fee shall be adjusted annually  
2153 during the adjustment of the Contractor's Payments to reflect changes in the cost of living as calculated  
2154 using San Francisco-Oakland-San Jose Consumer Price Index #9240.

2155 **7.3 PAYMENT SCHEDULE AND LATE FEES**

2156 Contractor will pay the Franchise Fee in the following manner. City will deduct 1/12th of the annual  
2157 Franchise Fee from the monetary payments otherwise due to Contractor from City under Section 8.3,  
2158 provided that City is billing substantially all Customers as contemplated by Section 4.11 and that  
2159 Contractor is providing Solid Waste Collection service.

2160 If Contractor is not providing Solid Waste Collection service although this Franchise and Agreement have  
2161 not been terminated and City has had to undertake other arrangements for that service pursuant to  
2162 Article 10, Contractor will pay the Franchise Fee in equal monthly installments of 1/12th of the annual  
2163 Franchise Fee, in cash, on the first day of each month that it is not providing Solid Waste Collection,  
2164 services. City may recover those Franchise Fee payments from any performance bond, letter of credit or  
2165 other performance assurance provided by Contractor under this Agreement.

2166 City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and  
2167 payment of fees as provided in Section 6.3.A.

2168 **ARTICLE 8.**  
2169 **CONTRACTOR COMPENSATION**

2170 **8.1 GENERAL**

2171 The "Contractor's Payment" provided for by this Article is the full, entire and complete compensation due  
2172 to Contractor from City for furnishing all labor, equipment, materials, and supplies and other things  
2173 necessary to perform all the services required by this Agreement in the manner and at the times  
2174 prescribed. Contractor's Payment includes all costs for the items mentioned above and also for all taxes,  
2175 insurance, bonds, overhead, profit and all other costs necessary to perform the services in accordance  
2176 with this Agreement.

2177 **8.2 CITY APPROVAL OF CAPITAL EXPENSES**

2178 Contractor will obtain City Contract Manager approval prior to making any capital investment in excess of  
2179 \$50,000 if that investment has not previously been included in Contractor's Payment.

2180 **8.3 CONTRACTOR'S PAYMENT**

2181 Contractor's Compensation for each Fiscal Year ("Contractor's Payment") will be determined as described  
2182 below.

2183 A. Determination of Contractor's Payment for the Fiscal Year beginning with July 1, 2022 is as specified  
2184 in Section 8.3.D. Determination of Contractor's Payment for each Fiscal Year beginning with July 1,  
2185 2023 and continuing with each subsequent Fiscal Year is as follows:

2186 1. General. On or before each January 31 of each calendar year of the Term beginning in 2023,  
2187 Contractor will submit a Request for Calculation of Contractor's Payment covering the  
2188 following Fiscal Year of the Term. The Parties shall meet and confer no later than November  
2189 1, 2022 to determine the format for the Contractor's Payment application for Contract Years  
2190 Three and later. Such format will be based on Exhibit G2 Cost Basis for Proposal and/or the  
2191 application format used under the Prior Agreement, with such additional supporting  
2192 documentation as Contractor may propose or City may require. Beginning with Contract Year  
2193 Four, the Parties shall meet no later than six months prior to the beginning of the applicable  
2194 Contract Year to discuss any modifications to the agreed application format.

2195 For example, in January 2023, Contractor will submit a request covering Contract Year Three  
2196 (3) that begins on July 1, 2023. This request will be based on the audited financial statement  
2197 submitted under Section 8.8.F for the preceding Fiscal Year, and organized so as to facilitate  
2198 the calculations required by this Section, and be accompanied by:

2199 2. Supporting Documentation. Such supporting schedules as deemed necessary by City; and,  
2200 a. A statement signed by the President or Vice President, if available (and if neither is  
2201 available by the Administrative Officer) and the Chief Financial Officer of Contractor  
2202 that as of the date of submission, the financial information submitted is complete and  
2203 correct to the best of their knowledge and belief.

2204 3. Components of the Contractor's Payment. Contractor's Payment for each Fiscal Year consists  
2205 of:

2206 a. The "Projected Cost of Operations" for each Contract Year calculated as set forth in the  
2207 following paragraph Section 8.3.A.4, plus

2208 b. Profit calculated as set forth in the next succeeding paragraph (Section 8.3.A.5), plus or  
2209 minus

2210 c. Variances from prior Fiscal Year Projections as set forth in Section 8.3.B.

2211 4. Projected Cost of Operations. Projected Cost of Operations for each Fiscal Year consists of the  
2212 sum of:

2213 a. Projected Labor-Related Costs; Projected Vehicle-Related Costs; Projected Other Costs;  
2214 and

2215 b. Projected Net Interest Expense and Depreciation Expense

2216 Each of these projected costs and expenses is corroborated, adjusted and escalated/projected  
2217 as provided in Exhibit E.

2218 5. Profit. Profit for each Fiscal Year is calculated as follows:

2219 a. The Franchise Fee calculation under Section 7 is subtracted from the Projected Costs of  
2220 Operations, and the difference is the "Net Cost of Operations".

2221 b. Profit for each Fiscal Year equals the quotient of Net Cost of Operations divided by  
2222 92.25%, less the Net Cost of Operations. That is,

2223 
$$\text{Profit} = (\text{Net Cost of Operations} / 0.9225) \text{ minus Net Cost of Operations}$$

2224 B. **Variances from Prior Fiscal Year Projections**. Variances from Prior Contract Year Projections are  
2225 determined as follows:

2226 1. Contractor will retain any income from actual costs during any Fiscal Year being less than  
2227 those projected for that year when establishing Contractor's Payment for that year, except  
2228 with respect to reconciliation of the following costs:

2229 a. Actual / projected capitalized maintenance costs as described in Exhibit E, and

2230 b. Actual costs of interest, depreciation, and insurance described in Exhibit E  
2231 ("Reconciliation plus Projection of Net Interest, Depreciation, and Insurance Expense").

2232 2. Similarly, except for the preceding two items, Contractor will not be compensated for actual  
2233 costs during any Fiscal Year being greater than those projected for that Fiscal Year when  
2234 establishing Contractor's Payment for that Fiscal Year. In addition, except for those preceding  
2235 two items, calculations of Contractor's Payments for future Fiscal Years will not attempt to  
2236 adjust for past variances of actual costs from those that had been projected. However, City  
2237 may reduce Contractor's Payments to recoup prior overpayments due to subsequently  
2238 discovered fraud or misrepresentation in financial data submitted by Contractor to City.

2239 C. **Documentation of Results and Effective Date.**

2240 1. **Documentation of Results.** The City wishes to ensure consistent application of the process for  
2241 determination of the Contractor's Payment as described in this Section 8.3, while allowing flexibility  
2242 to address specific issues over time in a manner that is understood and agreed to by the Parties.  
2243 Upon completion of the process for determining the Contractor's Payment for each Contract Year,  
2244 the City Contract Manager shall develop a "Final Memo" summarizing the results for that Contract  
2245 Year, identifying key features of that Contract Year's process, and noting any specific ways in which  
2246 the process added to, elaborated on, deleted from, or otherwise modified the specific provisions of  
2247 Article 8, Exhibit E, or other provisions of the Agreement. Contractor shall have the opportunity to  
2248 participate in developing, and to review and comment on the draft of each Final Memo. The City  
2249 Contract Manager and the Contractor's Chief Financial Officer shall be signatories to the Final  
2250 Memo. Each Contract Year's determination of Contractor's Payment shall address applicable  
2251 content from all previous Contract Years' Final Memos.

2252 2. **Effective Date.** Assuming Contractor submits its Request for Determination of Contractor's Payment  
2253 on or before the January 31 that immediately precedes the commencement of the Fiscal Year with  
2254 respect to which the calculation is to be performed, City will use its best efforts to make the  
2255 adjustment effective by July 1 of the same year, and will make retroactive adjustment to  
2256 compensate for any delay in determining Contractor's Payment unless such delay results from the  
2257 failure of Contractor to respond promptly and completely to requests of City for information related  
2258 to any of the determinations required by this Section.

2259 D. **Determination of Contractor's Payment for Fiscal Year Beginning on July 1, 2022.** Contractor's  
2260 Payment for Fiscal Year beginning on July 1, 2022 will use the Contract Year Two (2) compensation  
2261 projections shown in Exhibit G2 Cost Basis for Proposal as the default, with necessary adjustments  
2262 as described in this Section 8.3.D. Except as otherwise noted, all adjustments shall be prospective  
2263 based on best estimates of costs for Contract Year Two (2). The process shall include the following:

2264 1. The Parties shall meet no later than November 1, 2021 to discuss the content of Contractor's  
2265 pending application. Key elements will include:

2266 Review of best Contractor and City estimates for SB 1383 implementation activity during  
2267 Contract Year Two (2), with reference to the projections shown in Exhibit G2 Cost Basis for  
2268 Proposal and the route, account, customer participation, and Tonnage assumptions contained  
2269 in Exhibit G6 SB 1383 Implementation Assumptions.

2270 The Parties shall also discuss, as applicable, the degree to which Contractor has incurred  
2271 additional costs during Contract Year One (1) for implementation of Multi-Family Food Scraps  
2272 and/or Yard Trimmings services as provided in Exhibit B2 Multi-Family Residential Services,  
2273 Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection, respectively, and the extent  
2274 to which they will be reimbursed in Contract Year Two (2) rather than in as part of the prior  
2275 year variance analysis during Contract Year Three (3).

2276 The City Contract Manager shall document the results of this discussion in a memo with  
2277 review and comment by Contractor.

2278 2. Contractor shall submit a Contractor's Payment application no later than January 31, 2022,  
2279 documenting any specific proposed changes to the Contract Year Two (2) compensation

2280 projection based on the memo described in Section 8.3.D.1 and deducting any amounts for  
2281 SB 1383-related expenses for which Contractor previously had been compensated as provided  
2282 in Section 4.8, as adjusted for actual change in CPI as provided in Exhibit E. The application  
2283 shall include "supporting documentation" as provided in Section 8.3.A.2.

2284 3. The City Contract Manager shall facilitate City review and staff approval of the application.  
2285 The City Contract Manager shall prepare a Final Memo as provided in Section 8.3.C.1  
2286 documenting all adjustments, including the degree to which City is compensating Contractor  
2287 in Contract Year Two (2) rather than in Contract Year (3) as provided in Section 8.3.B, for  
2288 Contract Year One (1) costs incurred in addition to those projected for implementation of  
2289 Multi-Family Food Scraps and/or Yard Trimmings services, as provided in Exhibit B2 Multi-  
2290 Family Residential Services, Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection.

2291 4. The City Council will review and finalize approval of Contractor's Payment for Contract Year  
2292 Two (2).

2293 **8.4 TIME OF PAYMENT**

2294 City will pay Contractor's Payment determined under Section 8.3, reduced by the offsets under Section  
2295 8.5, (and adjusted, if appropriate, under Section 8.6) in monthly installments on the 25th day of each  
2296 month, for service rendered the preceding month.

2297 **8.5 OFFSETS TO CONTRACTOR'S PAYMENT**

2298 Contractor's Payment made each month is reduced by the sum of the following:

2299 A. 1/12th of the Franchise Fee due to City under Section 7.1.

2300 B. The billings issued and cash received for services provided by Contractor under Section 4.11.B and  
2301 billed directly by Contractor during the preceding month.

2302 C. Liquidated Damages, if any, due under Section 10.6 for failure to achieve the performance standards  
2303 during the preceding month.

2304 **8.6 ADJUSTMENTS FOR CHANGES IN SCOPE OF WORK**

2305 In the event of a City-Directed Change in Scope under Section 3.5, and either Party believes that the  
2306 change will increase or decrease the costs of providing service, the Party that believes Contractor's  
2307 Payment should be adjusted will within 30 calendar days submit to the other Party a proposed adjustment  
2308 and the Parties will thereafter -meet and discuss the matter. Contractor will promptly provide all relevant  
2309 schedules, supporting documentation and other financial information requested by City to evaluate the  
2310 necessity for an adjustment and the amount thereof. City's Director of Environmental Services will  
2311 participate in key meetings regarding those adjustments.

2312 Pursuant to a recommendation from the Director of Environmental Services, within 90 days of the  
2313 submission of the Proposed Adjustment, City will determine the amount of the adjustment, if any, and  
2314 will thereafter adjust Contractor's Payment accordingly. Any adjustments are effective as of the date the  
2315 change in service is implemented.



2316 If Contractor is dissatisfied with the recommendation of the Director of Environmental Services it may  
2317 appeal that decision to City Manager. If an appeal is to be taken, Contractor will promptly (and in any case  
2318 within 15 days of its receipt of the Director of Environmental Services decision) submit a full written  
2319 statement of the following:

2320 A. Each item with which it disagrees;

2321 B. The reasons for its disagreement;

2322 C. The amount which it believes Contractor's Payment should be adjusted for each of those items.

2323 Contractor will submit copies of all financial and operational data on which it relies. The City Manager will  
2324 meet with Contractor to review the appeal and will issue his or her decision (increasing or decreasing the  
2325 amount of the recommended adjustments) within 30 days after receipt of Contractor's complete appeal.

2326 If Contractor is dissatisfied with the City Manager's decision, it may appeal that decision to the City  
2327 Council. If an appeal is to be taken, Contractor will promptly (and in any case within 15 days of its receipt  
2328 of the City Manager's decision) submit to the City Clerk (with a copy to the City Manager and the City  
2329 Attorney) a full written statement in the same form as prescribed above. The City Council will consider  
2330 the appeal at a public meeting held within 60 days after the filing of Contractor's appeal.

### 2331 **8.7 SPECIAL COMPENSATION ADJUSTMENT REQUEST**

2332 Notwithstanding Section 8.3.B.1, adjustments will take into account the effect of extraordinary,  
2333 uncontrollable changes in the cost of performance. To that end, and in the limited circumstances  
2334 described in this Section 8.7, Contractor's Payment will be adjusted to reflect changes in costs between  
2335 those projected in calculating Contractor's Payment and those actually incurred.

2336 Contractor's Payment will be increased or decreased to the extent that the aggregate documented  
2337 increases and/or decreases in Contractor's costs incurred in the prior year, and over which Contractor  
2338 could not have exerted control, equals or exceeds 4% (four percent) of Contractor's Payment in the prior  
2339 year. That adjustment will be made in the year following the year in which the difference occurred. The  
2340 full amount of the difference will be accounted for if the 4% (four percent) threshold is reached.

### 2341 **8.8 MAINTENANCE OF FINANCIAL RECORDS**

2342 A. **General.** In order to effectuate the periodic reviews of Contractor's Payment contemplated by  
2343 Section 8.3 and the occasional reviews of adjustments under Section 8.6 due to City-Directed  
2344 Changes in Scope, which reviews do not necessarily coincide with the periodic reviews under Section  
2345 8.3, Contractor must maintain accurate, detailed financial information in a consistent format and to  
2346 make such information available to City in a timely fashion. In order to assure the public of the  
2347 accuracy of the review processes, Contractor's financial records must be confirmed by an audit  
2348 conducted by an independent certified public accountant whose report thereon is forwarded to City  
2349 on a regular basis. This section is intended to effectuate these requirements.

2350 B. **Contractor's Accounting Records.** Contractor will maintain in its office accurate and complete  
2351 accounting records containing the underlying financial and operational data relating to, and the  
2352 bases for computation of, all costs associated with providing service under this Agreement.  
2353 Contractor will prepare or cause to be prepared the accounting records on an accrual basis, in  
2354 accordance with Generally Accepted Accounting Principles consistently applied. Contractor will

2355 adhere throughout the Term to "Generally Accepted Accounting Principles" then in effect,  
2356 published by the American Institute of Certified Public Accountants.

2357 Contractor's operating year for both accounting and all other record keeping purposes must be the  
2358 Fiscal Year.

2359 C. **Inspection of Records.** City, and auditors and other agents selected by City, may, during regular  
2360 business hours, conduct onsite inspections of the records and accounting systems of Contractor and  
2361 make copies of any documents relevant to this Agreement, including records and accounting  
2362 systems with respect to subscriptions and services billed by City, and rear-yard services and roll-off  
2363 services billed by Contractor.

2364 D. **Retention of Records.** Contractor will retain all records and data required to be maintained under  
2365 this Agreement through the duration of the Term plus four (4) years, including any extensions, and  
2366 for such further time as may be designated by City to enable it to complete any review or audit  
2367 commenced during that 5-year period.

2368 E. **Delivery of Financial Reports to City.** Contractor will deliver to City the financial reports, as required  
2369 in Section 8.3. In addition, Contractor will provide City with financial information in such format,  
2370 and at such times, as City may reasonably require to monitor Contractor's financial activities and  
2371 conduct the compensation review processes described in this article.

2372 F. **Delivery of Financial Statements, Other Documents, and Auditor's Report.** Within 120 days after  
2373 the close of each Fiscal Year (i.e., by October 28) Contractor will deliver to City Contract Manager  
2374 its audited financial statements for the preceding Fiscal Year electronically, or in such other form as  
2375 is approved by the City Contract Manager, together with such other documents as may be required  
2376 by City which show in detail the financial condition of Contractor and the results of its operations  
2377 under this Agreement. Financial statements may be provided in a consolidated form for the two (2)  
2378 entities that constitute Bay Counties Waste Services, Inc., i.e., Bay Counties Waste Services, Inc. dba  
2379 Specialty Solid Waste and Recycling, and Thomas Road Venture Group, LLC, as long as all financial  
2380 statements are accompanied by supplemental statements that provide sufficient detail for the City  
2381 to fully understand the financial condition of each of the individual entities, and separately including  
2382 each division of Specialty providing Collection services under this Agreement, operating the SMaRT  
2383 Station under contract to the City, and or providing any other service to the City or to other parties.  
2384 The City reserves the right to require provision of separate statements for each of the two entities,  
2385 and of any new entity, or division of an entity should there be any substantive change in Contractor's  
2386 legal organization or financial structure. The consolidated and supplemental statements must have  
2387 been examined by an independent certified public accountant and be accompanied by the  
2388 accountant's report containing (1) the accountant's representation that it has examined  
2389 Contractor's financial statements in accordance with Generally Accepted Auditing Standards and (2)  
2390 the accountant's unqualified opinion that such statements have been prepared in accordance with  
2391 Generally Accepted Accounting Principles consistently applied and fairly reflect the results of  
2392 operations and Contractor's financial condition.

2393 At the same time that Contractor delivers its accountant's representation and opinion, Contractor  
2394 will also deliver:

2395 1. Audited consolidated financial statements of Contractor's ultimate parent Company (if any)  
2396 for such Fiscal Year, together with the related opinion of the independent certified public  
2397 accountant that examined those financial statements.

2398 2. A statement disclosing whether any of Contractor's Affiliates have performed any services  
2399 under this Agreement as Subcontractors, in which case City may require disclosure of the  
2400 financial statements of such Affiliates.

2401 G. **Affiliates.** Contractor will maintain its accounting records on a basis showing the results of  
2402 Contractor's operations under this Agreement separately from operations in other locations, as if  
2403 Contractor were an independent entity providing service only to City. Contractor must not combine,  
2404 consolidate or in any other way incorporate its costs and revenues associated with providing service  
2405 to City with costs and revenues associated with other operations conducted by Contractor in other  
2406 locations.

2407 Whether or not there are contractual or extra-contractual relationships between Contractor and  
2408 Affiliates, if Contractor is owned or controlled by another corporation, then the financial reports  
2409 and auditor's opinions required of such Contractor are also required of such "parent company"  
2410 which constitutes an "Affiliate" for purposes of this Section.

2411 H. **Affiliates and Indirect Ownership Interest.** For purposes of determining whether an indirect  
2412 ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal  
2413 Revenue Code of 1986, as in effect on the date of this Agreement, applies. For purposes of  
2414 determining ownership under this paragraph and constructive or indirect ownership under Section  
2415 318(a), ownership interests of less than 10 percent are disregarded and percentage interests are  
2416 determined on the basis of the percentage of voting interest or value that the ownership interest  
2417 represents, whichever is greater.

2418 I. **Review of Audited Financial Statement.** With its own employees or by means of a consultant, City  
2419 may review the audit plan and work papers of any of the independent certified public accountants  
2420 who give opinions on the audited financial statements that Contractor must furnish pursuant to  
2421 Section 8.8.F. and G. If that review gives rise to any questions, or differences of opinion regarding  
2422 Contractor's compliance with this Agreement, Contractor and its accountant(s) will meet with City  
2423 and its consultant, if any, to answer those questions and to discuss the differences of opinion.

2424 **8.9 RATES AND RATE STRUCTURE**

2425 A. **Rate Schedule.** The City shall be solely responsible for setting Customer Rates. If at any time during  
2426 the Term of the Agreement, the Contractor determines the need for a Rate that does not appear  
2427 on the City-approved Rate schedule, Contractor shall immediately notify the City and request  
2428 establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in  
2429 a fifteen (15) cubic yard Compactor five (5) times per week and the City-approved Rate schedule  
2430 does not include this level of service, the Contractor must request that the City approve a Rate for  
2431 this level of service.

2432 B. **Rate Structure.** The City may, at any time during the Term of this Agreement and in its sole  
2433 discretion, change the relationship of individual Customer Rates in comparison with other Rates. It  
2434 is understood that the Contractor accepts the risk for changes in cost of providing services and the  
2435 Service Levels requested by Customers.

2436  
2437  
2438

**ARTICLE 9.  
INDEMNITY, INSURANCE, AND PERFORMANCE  
BOND**

2439 **9.1 INDEMNIFICATION**

2440 Contractor shall indemnify, defend and hold harmless City, its officers, employees and agents, from and  
2441 against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, expense  
2442 and cost (including, without limitation, costs and fees of litigation, including attorneys' and expert witness  
2443 fees) of any and every kind and description, whether judicial, quasi-judicial or administrative in nature,  
2444 including, but not limited to, injury to and death of any Person and damage to property or for contribution  
2445 or indemnity claimed by third parties (collectively, the "Claims"), arising out of, in connection with, or  
2446 occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, its  
2447 obligations under this Agreement. Upon the occurrence of any Claim, Contractor, at Contractor's sole cost  
2448 and expense, shall defend (with attorneys reasonably acceptable to City) City, its officers, employees, and  
2449 agents. Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of  
2450 this Agreement.

2451 A. **City Negligence.** The foregoing indemnity shall not apply to the extent that the Claim is caused  
2452 solely by the negligence or intentional misconduct of City, its officers, employees or agents, but  
2453 shall apply if the Claim is caused by the joint negligence of Contractor and other Persons.

2454 B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire  
2455 Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or  
2456 Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

2457 In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of  
2458 carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take  
2459 all investigatory and/or remedial action reasonably required for the remediation of such  
2460 environmental Contamination. Prior to undertaking any investigatory or remedial action,  
2461 however, Contractor shall first obtain City's approval following the notice procedures defined in  
2462 Section 12.10 of any proposed investigatory or remedial action. Should Contractor fail at any time  
2463 to promptly take such action, City may undertake such action at Contractor's sole cost and  
2464 expense, and Contractor shall reimburse City for all such expenses within thirty (30) calendar days  
2465 of being billed for those expenses, and any amount not paid within that thirty (30) calendar day  
2466 period shall thereafter be deemed delinquent. These obligations are in addition to any defense  
2467 and indemnity obligations that Contractor may have under this Agreement. The provisions of this  
2468 Section shall survive the termination or expiration of this Agreement.

2469 Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any  
2470 claims arising from the Disposal of Solid Waste at the Disposal Facility, including, but not limited  
2471 to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act  
2472 (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

2473 C. **Environmental Indemnity.** Contractor shall defend, indemnify, and hold City harmless against and  
2474 from any and all Claims attributable to the negligence or willful misconduct of Contractor in  
2475 handling Excluded Waste.

2476 D. **Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify  
2477 herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939,  
2478 AB 341, AB 1826, and/or SB 1383 are not met by the Contractor with respect to the waste stream  
2479 Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its  
2480 obligations under this Agreement; or (ii) due to Contractor delays in providing information that  
2481 prevents Contractor or City from submitting reports to regulators in a timely manner.

2482 Notwithstanding any other provision in this Agreement, Contractor's obligations in Subsection C  
2483 shall be subject to the provisions of Section 40059.1 of the Public Resources Code.

2484 E. **Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of  
2485 Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution  
2486 (commonly known as "Proposition 218"), which impacts the Rates for the Collection services  
2487 established in accordance with this Agreement, Contractor agrees to meet and confer with City  
2488 to discuss the impact of such Change in Law on either Party's ability to perform under this  
2489 Agreement. Any adjustment of Rates is contingent on City's use of such Proposition 218 process  
2490 as deemed necessary or advisable by the City.

2491 If, at any time, the existing Rates or a Rate adjustment determined to be appropriate by both City  
2492 and Contractor to compensate Contractor for increases in costs as described in this Agreement  
2493 cannot be implemented for any reason, Contractor shall be granted the option to negotiate with  
2494 City, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot  
2495 be implemented. If City and Contractor are unable to reach agreement about such a reduction in  
2496 services, then Contractor may terminate this Agreement upon one hundred eighty days' prior  
2497 written notice to City, in which case the Contractor and City shall each be entitled to payment of  
2498 amounts due for contract performance through the date of termination but otherwise will have  
2499 no further obligation to one another pursuant to this Agreement after the date of such  
2500 termination. Should a court of competent jurisdiction determine that the City cannot charge  
2501 and/or increase charges to Contractor or Customers for, or that Contractor cannot charge and/or  
2502 increase its Rates for charges related to, any amount of Franchise Fees and/or other governmental  
2503 fees and charges, the City or Contractor shall reduce the Rates it charges Customers by a  
2504 corresponding amount and Contractor shall be relieved from paying any such fees that are  
2505 payable to City, provided the amount of said Franchise Fees, other governmental fees and/or  
2506 charges disallowed by the court were determined not to be lawful or related to the cost of  
2507 providing service hereunder and had been incorporated in the Rates charged by the City or  
2508 Contractor to Customers.

2509 Nothing herein is intended to imply that California Constitution, Articles XIIC or XIID, apply to the  
2510 Rates established for services provided under this Agreement; rather this Section is provided  
2511 merely to allocate risk of an adverse judicial interpretation between the Parties.

2512 This provision (i.e., Section 9.1) will survive the expiration or earlier termination of this Agreement  
2513 and shall not be construed as a waiver of rights by City to contribution or indemnity from third  
2514 parties.

2515 **9.2 INSURANCE**

2516 A. **Types and Amounts of Coverage.** At Contractor's sole cost and expense, Contractor will procure  
2517 and maintain in force at all times during the Term the following types and amounts of insurance.



2518 1. Workers' Compensation and Employer's Liability. Contractor will maintain workers'  
2519 compensation insurance covering its employees in statutory amounts and otherwise in  
2520 compliance with the laws of the State of California. Contractor will maintain Employer's  
2521 Liability insurance in an amount not less than \$1 million per accident or disease.

2522 2. Public Liability. Contractor will maintain comprehensive general liability insurance with a  
2523 combined single limit of not less than \$5 million per occurrence and \$10 million aggregate  
2524 covering all claims and all legal liability for personal injury, bodily injury, death, and property  
2525 damage, including the loss of use thereof, arising out of, or occasioned in any way by  
2526 Contractor's performance of, or its failure to perform, services under this Agreement.  
2527 Contractor will report to City the occurrence of any personal injury to third parties within 8  
2528 Working Hours thereof, and any property damages in the next monthly report submitted in  
2529 accordance with Section 6.2.

2530 3. Auto Liability. Contractor will maintain automobile liability insurance with a combined single  
2531 limit of not less than \$5 million per accident for bodily injury and property damage (include  
2532 coverage for Hired and Non-owned vehicles).

2533 4. Pollution Liability. Contractor will maintain pollution liability insurance with a combined single  
2534 limit of not less than \$2 million per event.

2535 5. Cyber Liability. Contractor will maintain cyber liability insurance with a combined single limit  
2536 of not less than \$1 million per event. Contractor's cyber policy must include language related  
2537 to Contractor data breach. Contractor shall verify by providing City Contract Manager a copy  
2538 of the Declarations Page for the policy for City review prior to the Commencement Date.

2539 The insurance required by this subsection includes:

2540 a. Premises Operations;

2541 b. Independent Contractor's Protective;

2542 c. Products and Completed Operations;

2543 d. Personal Injury Liability with Employment Exclusion deleted;

2544 e. Broad Form Blanket Contractual, including Contractor's Obligation under Section 9.1;

2545 f. Automobile Liability that includes Owned, Non-Owned, and Hired Motor Vehicles;

2546 g. Broad Form Property Damage, including Completed Operations.

2547 6. Physical Damage. Contractor will maintain comprehensive (fire, theft and collision) physical  
2548 damage insurance covering the vehicles and equipment used in providing service to City  
2549 under this Agreement, with a deductible or self-insured retention not greater than \$1,000.

2550 The insurance policies required by this Section must be issued by an insurance company or  
2551 companies authorized to do business in the State of California with a rating in the most recent  
2552 edition of Best's Insurance Reports of size category XV or larger and a rating classification of A or



2553 better, except that Workers' Compensation insurance must be provided by a carrier with a size  
2554 category of VIII or larger.

2555 **B. Required Endorsements**

2556 1. The Workers' Compensation policy must contain an endorsement in substantially the  
2557 following form:

2558 "Thirty (30) days prior written notice shall be given to the City of Sunnyvale in the event of  
2559 cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent  
2560 to:

2561 City Contract Manager  
2562 City of Sunnyvale  
2563 456 W. Olive Avenue  
2564 Sunnyvale, CA 94086"

2565 2. The Public Liability policy must contain endorsements in substantially the following form:

2566 a. "Thirty (30) days prior written notice shall be given to the City of Sunnyvale in the event  
2567 of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall  
2568 be sent to:

2569 City Contract Manager  
2570 City of Sunnyvale  
2571 456 W. Olive Avenue  
2572 Sunnyvale, CA 94086"

2573 b. "The City of Sunnyvale, its officers, employees, agents and volunteers are named  
2574 additional insureds on this policy."

2575 c. "This policy shall be considered primary insurance as respects any other valid and  
2576 collectible insurance maintained by the City of Sunnyvale, including any self-insured  
2577 retention or program of self-insurance, and any other such insurance shall be  
2578 considered excess insurance only."

2579 d. "Inclusion of the City of Sunnyvale as an insured shall not affect the City's rights as  
2580 respects any claim, demand, suit or judgment brought or recovered against Contractor.  
2581 This policy shall protect Contractor and the City in the same manner as though a  
2582 separate policy had been issued to each, but this shall not operate to increase the  
2583 insurance company's liability as set forth in the policy beyond the amount shown or to  
2584 which the insurance company would have been liable if only one Party had been named  
2585 as an insured."

2586 **C. Delivery of Proof of Coverage.** Contractor will furnish the City with certificates of insurance and  
2587 additional insured endorsements for all insurance coverage required hereunder, in form and  
2588 substance satisfactory to City. Certificates must show the type and amount of coverage, effective  
2589 dates and dates of expiration of policies and have all required endorsements. If City requests,

2590 Contractor will promptly deliver to City Contract Manager copies of each policy, together with all  
2591 endorsements.

2592 Contractor will furnish, in a manner approved by the City's Risk Manager renewal certificates of  
2593 insurance and additional insured endorsements periodically and at least annually to the City's  
2594 Contract Manager to demonstrate maintenance of the required coverage throughout the Term.

2595 **D. Other Insurance Requirements**

2596 1. If Contractor delegates any services to a Subcontractor that is an Affiliate, Contractor shall  
2597 require and verify that each such Subcontractor purchases and maintains coverage for  
2598 indemnity and insurance requirements as least as broad as specific in this Agreement to the  
2599 extent they apply to the scope of the Subcontractor's work, including the same Certificate of  
2600 Insurance requirements naming as additional insureds all Parties to this Agreement.  
2601 Contractor shall include the following language in their agreement with Subcontractors that  
2602 are Affiliates: "Subcontractors hired by Contractor agree to be bound to Contractor and City  
2603 in the same manner and to the same extent as Contractor is bound to City under the Franchise  
2604 Agreement and provide a valid certificate of insurance and the required endorsements  
2605 included in the agreement as proof of compliance prior to commencement of any work and  
2606 to include this same requirement for any subcontractors they hire for this work. A copy of  
2607 the Owner Contract Document Indemnity and insurance provisions will be furnished to the  
2608 Subcontractor upon request." Contractor shall provide proof of such Compliance and  
2609 verification to the City's Contract Manager or Risk Manager upon request.

2610 2. Contractor will comply with all requirements of the insurers issuing policies. Carrying  
2611 insurance does not relieve Contractor from any obligation under this Agreement. If any claim  
2612 is made by any third person against Contractor or any Subcontractor on account of any  
2613 occurrence, related to this Agreement, Contractor will promptly report the facts in writing to  
2614 the insurance carrier and to City's Risk Manager.

2615 If Contractor fails to procure and maintain any insurance required by this Agreement, City  
2616 may take out and maintain, at Contractor's expense, such insurance as it may deem proper  
2617 and deduct the cost thereof from any monies due Contractor.

2618 The Public Liability insurance required by Section 9.2.A.2 must be written on an "occurrence,"  
2619 rather than a "claims made" basis, if such coverage is obtainable. If it is not obtainable,  
2620 Contractor must arrange for "tail coverage" to protect City from claims filed after the  
2621 expiration or termination of this Agreement relating to incidents that occurred prior to such  
2622 expiration or termination.

2623 **9.3 PERFORMANCE BOND**

2624 Within seven (7) calendar days of the City's notification to Contractor that the City has executed this  
2625 Agreement, Contractor shall file with the City Contract Manager a bond, payable to the City, securing the  
2626 Contractor's performance of its obligations under this Agreement and such bond shall be renewed  
2627 annually if necessary so that the performance bond is maintained at all times during the Term. The  
2628 principal sum of the bond shall be \$3,000,000 and shall be annually adjusted by the CPI as provided in  
2629 Exhibit E. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the  
2630 State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide,

2631 and that has a record of service and financial condition satisfactory to the City. The bond shall be in the  
2632 form attached as Exhibit M.

2633 In lieu of a performance bond, City and Contractor may agree that Contractor will provide for the issuance  
2634 of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by City in its sole  
2635 discretion (the "Bank") for the benefit of City. Under the Letter of Credit, City may draw, in one or more  
2636 drawings, an aggregate amount up to \$2 million (the "Stated Amount") upon the occurrence of (1) an  
2637 Event of Default defined in Section 10.1, (2) Contractor's failure to timely pay any moneys due City, (3)  
2638 Contractor's inability to regularly pay its bills as they become due, or (4) Contractor's failure to timely pay  
2639 any Approved Facility for Recyclable Materials or Organics Processing or Disposal services if or as provided  
2640 under this Agreement, as evidenced to the satisfaction of City. City and Contractor may agree that  
2641 Contractor will increase the aggregate amount of the Letter of Credit in conjunction with determination  
2642 of Contractor's Payment in accordance with Section 8.3. Any incremental costs or savings incurred by  
2643 Contractor to secure the increased aggregate amount will be included in the calculation of Contractor's  
2644 Payment for the next Rate year. The expiration date of the Letter of Credit must be no less than the Term  
2645 of this Agreement provided in Section 2.1 (the "Stated Expiration Date"), unless it provides that it will not  
2646 be terminated, modified or not renewed except after prior written notice by certified mail, return receipt  
2647 requested, to City 60 days in advance of termination or failure to renew. The Letter of Credit may expire  
2648 on the date on which the Bank receives a certificate from City saying that the Term has expired or this  
2649 Agreement has been terminated and Contractor owes City no money under this Agreement or that  
2650 Contractor has substituted an alternative letter of credit or other security document acceptable to City in  
2651 City's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand  
2652 for payment and drawing certificate attached thereto, is subject to approval of City in its sole discretion,  
2653 following the notice procedures defined in Section 12.10. The Letter of Credit must be transferable to any  
2654 successor or assignee of City.

2655 **ARTICLE 10.**  
2656 **DEFAULT AND REMEDIES**

2657 **10.1 EVENTS OF DEFAULT**

2658 All provisions of the Agreement are considered material. Each of the following shall constitute an event  
2659 of default.

- 2660 A. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.
- 2661 B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or  
2662 upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding.
- 2663 C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the  
2664 Workers' Compensation, general liability, cyber liability, auto liability, and pollution liability or  
2665 indemnification coverage as required by this Agreement.
- 2666 D. **Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having  
2667 authority over Contractor relative to this Agreement, provided that Contractor may contest any  
2668 such orders or filings by appropriate proceedings conducted in good faith, in which case no breach  
2669 or default of this Agreement shall be deemed to have occurred.
- 2670 E. **Violations of Applicable Law.** Contractor has been found to be in violation of Applicable Law

- 2671 (other than criminal law) relative to this Agreement, provided that Contractor may contest any  
2672 such allegation or finding by appropriate proceedings conducted in good faith, in which case no  
2673 breach or default of this Agreement shall be deemed to have occurred until the conclusion of such  
2674 proceedings.
- 2675 F. **Failure to Perform Direct Services.** Contractor ceases to provide Collection or Transportation  
2676 services as required under this Agreement for a period of two (2) consecutive calendar days or  
2677 more, for any reason within the control of Contractor.
- 2678 G. **Failure to Pay or Report.** Contractor fails to make any payments to City required under this  
2679 Agreement including payment of City Fees or Liquidated Damages and/or refuses to provide City  
2680 with required information, reports, and/or records in a timely manner as provided for in the  
2681 Agreement.
- 2682 H. **Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions,  
2683 or requirements of this Agreement, or Applicable Law and which is not corrected or remedied  
2684 within the time set in the written notice of the violation or, if Contractor cannot reasonably  
2685 correct or remedy the breach within the time set forth in such notice, if Contractor should fail to  
2686 commence to correct or remedy such violation within the time set forth in such notice and  
2687 diligently effect such correction or remedy thereafter.
- 2688 I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City  
2689 by Contractor in connection with or as an inducement to entering into this Agreement, or any  
2690 future amendment to this Agreement, which proves to be false or misleading in any material  
2691 respect as of the time such representation or disclosure is made, whether or not any such  
2692 representation or disclosure appears as part of this Agreement; and any Contractor-provided  
2693 report containing a misstatement, misrepresentation, data manipulation, or an omission of fact  
2694 or content explicitly defined by the Agreement, excepting non-numerical typographical and  
2695 grammatical errors.
- 2696 J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's  
2697 operating equipment, including, without limitation, its equipment, maintenance or office  
2698 facilities, Approved Facility(ies), or any part thereof.
- 2699 K. **Suspension or Termination of Service.** There is any termination or suspension of the transaction  
2700 of business by Contractor related to this Agreement, including, without limitation, due to labor  
2701 unrest, including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job  
2702 action lasting more than two (2) calendar days.
- 2703 L. **Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of Criminal  
2704 Activity related directly or indirectly to performance of this Agreement or any other agreement  
2705 held with the City.
- 2706 M. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the  
2707 express written approval of the City pursuant to Section 12.6, and following the notice procedures  
2708 defined in Section 12.10.
- 2709 N. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a  
2710 proposal for new services or changes to services or fails to implement a change in service as

2711 requested by the City as specified in Section 3.5.

2712 O. **Failure to Complete Implementation Plan.** Contractor fails to complete the tasks identified in  
2713 Contractor's Implementation Plan as specified in Exhibit G4.

2714 P. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under  
2715 this Agreement.

2716 City shall provide Contractor written notice of default within seven (7) calendar days of the City's first  
2717 knowledge of the Contractor's default.

2718 **10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT**

2719 Contractor shall be given ten (10) Business Days from written notification by City to cure any default  
2720 which, in the City Contract Manager's sole opinion, creates a potential public health and safety threat.

2721 Contractor shall be given ten (10) Business Days from written notification by City to cure any default  
2722 arising under subsections C, E, F, I, J, and K in Section 10.1 provided, however, that the City shall not be  
2723 obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the  
2724 same or similar breach/default within a twenty-four (24) month period.

2725 Contractor shall be given thirty (30) calendar days from written notification by City to cure any other  
2726 default (which is not required to be cured within ten (10) Business Days); provided, however, that the City  
2727 shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has  
2728 committed the same or similar breach/default within a twenty-four (24) month period.

2729 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

2730 Upon Contractor's default, City has the following remedies:

2731 A. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement  
2732 to cure a default event if City determines that such waiver would be in the best interest of the  
2733 City. City's waiver of an event of default is not a waiver of future events of default that may have  
2734 the same or similar conditions.

2735 B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its  
2736 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such  
2737 time the Contractor can provide assurance of performance in accordance with Section 10.8.

2738 C. **Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific  
2739 performance standards pursuant to Section 10.6 and Exhibit F.

2740 D. **Termination.** In the event that Contractor should default, and subject to the right of the  
2741 Contractor to cure, in the performance of any provisions of this Agreement, and the default is not  
2742 cured for any default within ten (10) calendar days if the default creates a potential public health  
2743 and safety threat or arises under Section 10.1.C., E, F, I, J, or K, or otherwise thirty (30) calendar  
2744 days, after receipt of written notice of default from the City, then the City may terminate this  
2745 Agreement without the need for any hearing, suit or legal action. In the event City exercises its  
2746 right to terminate this Agreement, the City may, at its option, upon such termination, either  
2747 directly undertake performance of the services or arrange with other Persons to perform the

2748 services with or without a written agreement. This right of termination is in addition to any other  
2749 rights of City upon a failure of Contractor to perform its obligations under this Agreement.

2750 Contractor shall not be entitled to any further revenues from Collection operations authorized  
2751 hereunder from and after the date of termination.

2752 **10.4 POSSESSION OF RECORDS UPON TERMINATION**

2753 In the event of termination for an event of default, the Contractor shall furnish City Contract Manager  
2754 with immediate access to all of its business records, including, without limitation, proprietary Contractor  
2755 computer systems, related to its Customers, Collection routes, and billing of accounts for Collection  
2756 services.

2757 **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

2758 City's rights to terminate the Agreement under Section 10.2 and to take possession of the Contractor's  
2759 records under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the  
2760 imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall  
2761 be in addition to any and all other legal and equitable rights and remedies which City may have.

2762 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service; the  
2763 lead time required to effect alternative service; and, the rights granted by City to the Contractor, the  
2764 remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive  
2765 relief (including but not limited to specific performance).

2766 **10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

2767 A. **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical,  
2768 if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City  
2769 as a result of a breach by Contractor of its obligations under this Agreement. The factors relating  
2770 to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i)  
2771 substantial damage results to members of the public who are denied services or denied quality or  
2772 reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of  
2773 the benefits of the Agreement to individual members of the general public for whose benefit this  
2774 Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of  
2775 measurement in precise monetary terms; (iii) exclusive services might be available at substantially  
2776 lower costs than alternative services and the monetary loss resulting from denial of services or  
2777 denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv)  
2778 the termination of this Agreement for such breaches, and other remedies are, at best, a means of  
2779 future correction and not remedies which make the public whole for past breaches.

2780 B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties  
2781 further acknowledge that consistent, reliable Collection services are of utmost importance to City  
2782 and that City has considered and relied on Contractor's representations as to its quality of service  
2783 commitment in awarding the Agreement to it. The Parties recognize that some quantified  
2784 standards of performance are necessary and appropriate to ensure consistent and reliable service  
2785 and performance. The Parties further recognize that if Contractor fails to achieve the performance  
2786 standards, or fails to submit required documents in a timely manner, City and its residents and  
2787 businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to  
2788 ascertain and determine the exact amount of damages which City will suffer. Therefore, without



2789 prejudice to City's right to treat such non-performance as an event of default under this Section,  
2790 the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement  
2791 and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of  
2792 such damages considering all of the circumstances existing on the Effective Date of this  
2793 Agreement, including the relationship of the sums to the range of harm to City that reasonably  
2794 could be anticipated and the anticipation that proof of actual damages would be costly or  
2795 impractical.

2796 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in  
2797 the Performance Standards and Liquidated Damages, Exhibit F.

2798 Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so.  
2799 The notice will include a brief description of the incident(s) and non-performance. City may review  
2800 (and make copies at its own expense) all information in the possession of Contractor relating to  
2801 incident(s) and/or non-performance. Contractor may, within ten (10) Business Days after receipt  
2802 of notice, request a meeting with City. City may present evidence of non-performance in writing  
2803 and through testimony of its employees and others relevant to the incident(s) and non-  
2804 performance. City Contract Manager will provide Contractor with a written explanation of their  
2805 determination on each incident(s) and non-performance prior to authorizing the assessment of  
2806 Liquidated Damages under this Section 10.6. Should such notice of City intention to assess  
2807 Liquidated Damages exceed \$30,000 in total, Contractor may within ten (10) Working Days of  
2808 receipt of such notice request the opportunity to meet with the Director of Environmental  
2809 Services to respond to the intended assessment. If Contractor has made such request within the  
2810 required timeframe, the intended assessment of Liquidated Damages will not be imposed on  
2811 Contractor until Contractor has been afforded the opportunity to respond to the intended  
2812 assessment. In such case, the decision of the Director of Environmental Services shall be final and  
2813 Contractor shall not be subject to, or required to exhaust, any further administrative remedies. If  
2814 the Director of Environmental Services is acting as the City Contract Manager, the City Manager  
2815 or their designee shall designate an alternative City representative to meet with Contractor.  
2816 Should Contractor not exercise its right to respond to the assessment as described in this  
2817 paragraph, and in all other cases, the decision of City Contract Manager shall be final and  
2818 Contractor shall not be subject to, or required to exhaust, any further administrative remedies.  
2819 The City Contract Manager shall provide Contractor with a written explanation of his or her  
2820 determination on each incident prior to authorizing City's Finance Department to deduct  
2821 Liquidated Damages from payments subsequently due to Contractor.

2822 C. **Amount.** City may assess Liquidated Damages for each calendar day or event, as appropriate, that  
2823 Contractor is determined to be liable in accordance with this Agreement in the amounts specified  
2824 in Exhibit F subject to annual adjustment described below.

## 2825 **10.7 EXCUSE FROM PERFORMANCE**

2826 Notwithstanding any other provision in this Agreement, each Party shall be excused from performing its  
2827 respective obligations hereunder and from any obligation to pay Liquidated Damages if it is prevented  
2828 from so performing by reason of floods, earthquakes, other acts of nature, governmental actions  
2829 (including judicial action) or inactions, laws or regulations, including, without limitation, restrictions,  
2830 directives or orders, epidemics or pandemics that actually negatively impact Contractor's ability to provide  
2831 services, war, civil insurrection, riots, and other similar catastrophic events which are beyond the control  
2832 of and not the fault of the Party claiming excuse from performance hereunder (each a "Force Majeure

2833 Event"). In the case of labor unrest or job action directed at a third party over whom Contractor has no  
2834 control, the inability of Contractor to provide services in accordance with this Agreement due to the  
2835 unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's  
2836 employees while providing such services, or (ii) make reasonable accommodations with respect to  
2837 Container placement and point of Delivery, time of Collection, or other operating circumstances to  
2838 minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to  
2839 that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's  
2840 cooperation in performing Collection services at different times and in different locations. Further, in the  
2841 event of labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing,  
2842 or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or  
2843 a subsidiary, the Contractor shall not be excused from performance. In such case, Contractor shall  
2844 continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the  
2845 Contractor shall not be required to adhere strictly to the specific requirements of this Agreement  
2846 regarding routes, Collection times or similar matters; provided, however, that in no event shall more than  
2847 seven (7) calendar days elapse between pickups for Residential and Commercial Customers. Any labor  
2848 action initiated by Contractor, including, but not limited to, a lock-out, shall not be grounds for any excuse  
2849 from performance and Contractor shall perform all obligations under this Agreement during the pendency  
2850 of such Contractor-initiated labor action.

2851 The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice  
2852 of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to  
2853 excuse under this Section.

2854 If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against  
2855 each other for any damages sustained thereby.

2856 The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more  
2857 Force Majeure Events shall not constitute a default by Contractor under this Agreement. Notwithstanding  
2858 the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the  
2859 causes listed in this Section for a period of thirty (30) calendar days or more, City shall nevertheless have  
2860 the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to  
2861 Contractor and provided Contractor does not resume performance of its obligations hereunder within  
2862 such ten (10) Business Days, in which case the provisions of Section 10.4 shall apply.

2863 **10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

2864 The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those  
2865 members of the public residing or doing business within City who will be adversely affected by interrupted  
2866 waste management service, that there be no material interruption in services provided under this  
2867 Agreement.

2868 If Contractor: (i) is the subject of any labor unrest, including work stoppage or slowdown, sick-out,  
2869 picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to  
2870 regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal judgment or order  
2871 entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes  
2872 in good faith that Contractor's ability to perform under the Agreement has thereby been placed in  
2873 substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand  
2874 from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form  
2875 and substance as City believes in good faith is reasonably necessary in the circumstances to evidence

2876 continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory  
2877 assurances of timely and proper performance in the form and by the date required by City, such failure or  
2878 refusal shall be an event of default for purposes of Section 10.1.

2879 **10.9 DISPUTE RESOLUTION**

2880 In the event of dispute between the City Contract Manager and the Contractor regarding the  
2881 interpretation of or the performance of services under this Agreement that results in a material impact to  
2882 the Contractor's revenue and/or cost of operations, as defined in Section 5.9, the provisions of this Section  
2883 10.9 shall apply.

2884 A. **Meet and Confer.** The City and Contractor agree that they promptly will meet and confer to  
2885 attempt to resolve the matter between themselves.

2886 B. **Mediation.** In the event that disputes which arise under this Agreement cannot be resolved  
2887 satisfactorily between the Parties in accordance with Section 10.9.A, the City and Contractor  
2888 agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually  
2889 agreed upon independent third party.

2890 C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for  
2891 filing claims against the City under Applicable Law shall be tolled during the period of time for  
2892 which meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A  
2893 and 10.9.B.

2894 D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s)  
2895 pursuant to Sections 10.9.A, 10.9.B, and 10.9.C have failed and any necessary claim(s) have been  
2896 denied.

2897 **ARTICLE 11.**  
2898 **REPRESENTATIONS AND WARRANTIES OF**  
2899 **THE PARTIES**

2900 The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this  
2901 Article.

2902 **11.1 CONTRACTOR'S CORPORATE STATUS**

2903 Contractor is a corporation duly organized, validly existing and in good standing under the laws of the  
2904 State. It is qualified to transact business in the State and has the power to own its properties and to carry  
2905 on its business as now owned and operated and as required by this Agreement.

2906 **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

2907 Contractor has the authority to enter into, and to perform its obligations under this Agreement. The Board  
2908 of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its  
2909 articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The  
2910 Person signing this Agreement on behalf of Contractor represents and warrants that they have authority  
2911 to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

2912 **11.3 AGREEMENT WILL NOT CAUSE BREACH**

2913 To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery  
2914 of this Agreement or the performance by such Party of its respective obligations hereunder does not  
2915 conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any  
2916 judgment, order, or decree of any court, administrative agency or other governmental authority, or any  
2917 agreement or instrument to which Contractor or City is a Party or by which Contractor or any of its  
2918 properties or assets are bound, or constitutes a default hereunder.

2919 **11.4 NO LITIGATION**

2920 To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit,  
2921 proceeding or investigation, at law or in equity, before or by any court or governmental authority,  
2922 commission, board, agency or instrumentality decided, pending or threatened against either Party  
2923 wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- 2924 A. Materially adversely affect the performance by such Party of its obligations hereunder;
- 2925 B. Adversely affect the validity or enforceability of this Agreement; or
- 2926 C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity  
2927 guaranteeing Contractor's performance under this Agreement.

2928 **11.5 NO ADVERSE JUDICIAL DECISIONS**

2929 To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial  
2930 decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2931 **11.6 NO LEGAL PROHIBITION**

2932 To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect  
2933 on the date that Party signed this Agreement that would prohibit the performance of that Party's  
2934 obligations under this Agreement and the transactions contemplated hereby.

2935 **11.7 CONTRACTOR'S ABILITY TO PERFORM**

2936 Contractor possesses the business, professional, and technical expertise to perform all services,  
2937 obligations, and duties as described in and required by this Agreement, including all Exhibits thereto.  
2938 Contractor possesses the ability to secure equipment, facility, and employee resources required to  
2939 perform its obligations under this Agreement.

2940 **ARTICLE 12.**  
2941 **OTHER AGREEMENTS OF THE PARTIES**

2942 **12.1 RELATIONSHIP OF PARTIES**

2943 The Parties intend that Contractor shall perform the services required by this Agreement as an  
2944 independent contractor engaged by City and neither as an officer nor employee of City, nor as a partner  
2945 or agent of, or joint venturer with, City. No employee or agent of Contractor shall be, or shall be deemed  
2946 to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and  
2947 means of performing services under this Agreement, except as expressly provided herein. Contractor shall

2948 be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents.  
2949 Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to  
2950 retirement benefits, workers' compensation benefits, or any other benefits which accrue to City  
2951 employees by virtue of their employment with City.

2952 **12.2 COMPLIANCE WITH LAW**

- 2953 A. Contractor shall at all times, at its sole cost, comply with all Applicable Laws.
- 2954 B. If Contractor is determined, in a final decision by the National Labor Relations Board or a court, to  
2955 have engaged in unfair labor practices in violation of the National Labor Relations Act, as amended,  
2956 29 U.S.C. Section 158, et seq., which have occurred during the Term of this Agreement, City may  
2957 terminate this Agreement upon 10 days' notice, without the need for any hearing, suit, or legal  
2958 action.
- 2959 C. The enumeration of City's right to terminate in the immediately preceding paragraph is not in  
2960 derogation of City's right to treat Contractor's Violation of other laws as an event of default under  
2961 Section 10.1, for purposes of Section 10.2.

2962 **12.3 GOVERNING LAW**

2963 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the  
2964 State of California excluding its conflict of laws provisions.

2965 **12.4 JURISDICTION**

2966 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the  
2967 courts of Santa Clara County in the State of California, which shall have exclusive jurisdiction over such  
2968 lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed  
2969 in Santa Clara County.

2970 **12.5 BINDING ON SUCCESSORS**

2971 The provisions of this Agreement shall inure to the benefit to and be binding on the successors and  
2972 permitted assigns of the Parties.

2973 **12.6 ASSIGNMENT**

2974 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement  
2975 to any other Person without the prior written consent of the other Party. Any such assignment made  
2976 without such consent of the other Party shall be void and the attempted assignment shall constitute a  
2977 material breach of this Agreement.

2978 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other  
2979 transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service  
2980 under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more  
2981 of the local, regional, and/or corporate assets stock or ownership of Contractor to a Person (other than a  
2982 transfer of shares in Contractor by the shareholder of such shares to Contractor, to a trust for the benefit  
2983 of the shareholder's immediate family, to members of the shareholder's immediate family, or to another  
2984 shareholder of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may  
2985 exceed twenty (20) percent during the Term of the Agreement (other than a transfer of shares in



2986 Contractor by the shareholder of such shares to Contractor, to a trust for the benefit of the shareholder's  
2987 immediate family, to members of the shareholder's immediate family, or to another shareholder of shares  
2988 in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-  
2989 issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which  
2990 Contractor or any of its shareholders is a party which results in a change of ownership or control of ten  
2991 (10) percent or more of the value or voting rights in the local, regional, and/or corporate stock of  
2992 Contractor (excluding as the result of changes in ownership or control between a shareholder of shares in  
2993 Contractor and a trust for the benefit of the shareholder's immediate family, members of the  
2994 shareholder's immediate family, or another shareholder of shares in Contractor); (iv) divestiture of an  
2995 Affiliate (e.g., trucking company, materials recovery facility, transfer station, etc.) used by Contractor to  
2996 fulfill its obligations under this Agreement; and (v) any combination of the foregoing (whether or not in  
2997 related or contemporaneous transactions) which has the effect of any such transfer or change of local,  
2998 regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term  
2999 "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant  
3000 to the assignment. For purposes of this Section, the term "proposed assignee" shall refer to the proposed  
3001 transferee(s) or other successor(s) in interest pursuant to the assignment. For purposes of this Section,  
3002 the term "shareholder" shall mean the Person with legal title to shares of the Contractor and "immediate  
3003 family" shall mean the parents, children, spouses, and siblings, excluding brothers-in-law and sisters-in-  
3004 law of any shareholder that is a natural person.

3005 Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and  
3006 businesses, and that City has selected Contractor to perform the services specified herein based on: (i)  
3007 Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials,  
3008 and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in  
3009 keeping with applicable waste management laws, regulations, and good waste management practices;  
3010 and (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the  
3011 required equipment and to support its indemnity obligations to City under this Agreement. City has relied  
3012 on each of these factors, among others, in choosing Contractor to perform the services to be rendered by  
3013 Contractor under this Agreement.

3014 If Contractor requests City's consideration of and consent to an assignment, City may deny or approve  
3015 such request in its sole and complete discretion. No request by Contractor for consent to an assignment  
3016 need be considered by City unless and until Contractor has met the following requirements. City may, in  
3017 its sole discretion, waive one (1) or more of these requirements.

3018 A. On the date City approves in writing Contractor's written request for City's consent to an  
3019 assignment, Contractor shall pay City a transfer fee in the amount of one (1) percent of the Gross  
3020 Receipts for the most-recently completed Contract Year.

3021 B. Contractor shall pay City its actual expenses for attorneys, consultants, accountants, staff time,  
3022 and investigation costs necessary to investigate the suitability of any proposed assignee, and to  
3023 review and finalize any documentation required as a condition for approving any such assignment.  
3024 Such payment shall be required regardless of the ultimate determination of the City with regard  
3025 to the approval or denial of the assignment. Upon submittal of Contractor's request for  
3026 assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars  
3027 (\$100,000) for this purpose.

3028 C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's



3029 operations for the immediately preceding three (3) operating years.

3030 D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten  
3031 (10) years of Recyclable Materials, Organic Materials, and Solid Waste management experience  
3032 on a scale equal to or exceeding the scale of operations conducted by Contractor under this  
3033 Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations  
3034 or other censure from any Federal, State or local contractor having jurisdiction over its waste  
3035 management operations due to any significant failure to comply with State, Federal or local waste  
3036 management laws and that the assignee has provided the City with a complete list of such  
3037 citations and censures; (iii) that the proposed assignee has at all times conducted its operations  
3038 in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its  
3039 operations and management practices in accordance with sound waste management practices in  
3040 full compliance with all Federal, State, and local laws regulating the Collection and Transportation  
3041 of Recyclable Materials, Organic Materials, Construction and Demolition Debris (C&D), and Solid  
3042 Waste including Hazardous Waste; and (v) that any other information required by City  
3043 demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe  
3044 and effective manner.

3045 E. Contractor shall provide the City with any and all additional records or documentation which, in  
3046 the City Contract Manager's sole determination, would facilitate the review of the proposed  
3047 assignment.

3048 Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at  
3049 any time during the period of consideration. If, in City's sole determination, there is any doubt regarding  
3050 the compliance of Contractor with this Agreement, City may require an audit of Contractor's compliance  
3051 and the costs of such audit shall be paid by Contractor in advance of the performance of said audit.

3052 **12.7 NO THIRD PARTY BENEFICIARIES**

3053 This Agreement is not intended to, and will not be construed to, create any right on the part of any third  
3054 party to bring an action to enforce any of its terms.

3055 **12.8 WAIVER**

3056 The waiver by either Party of any breach or violation of any provisions of this Agreement must be in writing  
3057 and shall not be deemed to be a waiver of any breach or violation of any other provision nor of any  
3058 subsequent breach or violation of the same or any other provision. The subsequent acceptance by either  
3059 Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing  
3060 or concurrent breach or violation by the other Party of any provision of this Agreement.

3061 **12.9 CONDEMNATION**

3062 Contractor acknowledges that this Agreement implements the grant of a franchise pursuant to Article XVI  
3063 of the Sunnyvale City Charter and Section 8.16.090 of the Sunnyvale Municipal Code. City fully reserves  
3064 the rights to acquire Contractor's property utilized in the performance of this Agreement, by purchase or  
3065 through the exercise of the right of eminent domain, in accordance with the procedure described in  
3066 Section 1605 of the City Charter. Contractor agrees that, pursuant to Section 1605 of the City Charter, in  
3067 fixing the price to be paid, the court must value the property to be acquired at its fair market value, except  
3068 that no allowance be made for franchise value, good will, going concern, earning power, or increased  
3069 value of right of way.

3070 **12.10 APPROVAL AND NOTICE PROCEDURES**

3071 Except as otherwise specified in this Agreement or directed by the City Contract Manager, City approvals  
3072 may be provided in writing including via email, or verbally followed in writing including via email. Required  
3073 notices between the Parties may be provided in writing including via email, or verbally followed in writing  
3074 including via email.

3075 All notices, demands, requests, proposals, approvals requiring written notice as provided in this Section  
3076 12.10, consents, and other communications, which this Agreement requires, authorizes or contemplates,  
3077 shall be in writing and shall either be personally delivered to a representative of the Parties at the address  
3078 below or deposited in the United States mail, first class postage prepaid, addressed as follows:

3079 If to City:

3080 City of Sunnyvale  
3081 Attn: City Manager  
3082 456 West Olive Avenue  
3083 Sunnyvale, California 94086

3084 with a copy to:

3085  
3086 City Attorney  
3087 City of Sunnyvale  
3088 456 West Olive Avenue  
3089 Sunnyvale, California 94086  
3090

3091 If to Contractor:

3092 Bay Counties Waste. Services, Inc.  
3093 3355 Thomas Road  
3094 Santa Clara, CA 95054  
3095 Attention: President

3096 with a copy to:

3097  
3098  
3099 David Cohen, Esq.  
3100 Cohen & Ostler  
3101 455 N. Whisman Road, Suite 100  
3102 Mountain View, CA 94043

3103 The address to which communications may be delivered may be changed from time to time by a notice  
3104 given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered  
3105 or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to  
3106 provide email notification to the other Party that notice has been deposited in the mail, however such  
3107 email notification shall not constitute official notice.

3108 **12.11 REPRESENTATIVES OF THE PARTIES**

3109 References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken  
3110 by City except as provided below. The City may delegate, in writing, authority to the City Manager and/or  
3111 to other City officials and may permit such officials, in turn, to delegate in writing some or all of such  
3112 authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they  
3113 are within the scope of the authority properly delegated to them.

3114 The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as  
3115 the representative of the Contractor in all matters related to the Agreement and shall inform City in  
3116 writing of such designation and of any limitations upon his or her authority to bind the Contractor. City  
3117 may rely upon action taken by such designated representative as actions of the Contractor unless they  
3118 are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

3119 **ARTICLE 13.**  
3120 **MISCELLANEOUS AGREEMENTS**

3121 **13.1 ENTIRE AGREEMENT**

3122 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof  
3123 and supersedes all prior and contemporaneous oral and written agreements and discussions with respect  
3124 to such subject matter. Each Party has cooperated in the drafting and preparation of this Agreement and  
3125 this Agreement shall not be construed against either Party on the basis of drafting. This Agreement may  
3126 be amended only by an agreement in writing, signed by each of the Parties hereto.

3127 **13.2 SECTION HEADINGS**

3128 The article headings and section headings in this Agreement are for convenience of reference only and  
3129 are not intended to be used in the construction of this Agreement nor to alter or affect any of its  
3130 provisions.

3131 **13.3 REFERENCES TO LAWS**

3132 All references in this Agreement to laws and regulations shall be understood to include such laws as they  
3133 may be subsequently amended or recodified, unless otherwise specifically provided herein.

3134 **13.4 AMENDMENTS**

3135 This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

3136 **13.5 SEVERABILITY**

3137 If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,  
3138 the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this  
3139 Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained  
3140 herein.

3141 **13.6 COUNTERPARTS**

3142 This Agreement may be executed in counterparts, each of which shall be considered an original.

3143 **13.7 PREVAILING WAGES**

3144 The Parties acknowledge that the services provided by Contractor do not constitute a "public work" and  
3145 are not subject to any of the provisions of the Public Works law, Labor Code Sections 1720-1901, nor of  
3146 the regulations promulgated thereunder. However, until and unless otherwise directed by City,  
3147 Contractor will pay its field and shop employees wages and benefits equivalent to the general prevailing  
3148 rate of wages applicable to the work to be done, as determined by the Director of the California  
3149 Department of Industrial Relations (the "Department"). Contractor may provide any combination of  
3150 wages and benefits so long as the hourly cash equivalent of such combination equals the corresponding  
3151 prevailing wage rate. Future determinations of prevailing wages in relevant job classifications will be  
3152 obtained from the Department by City and provided to Contractor from time to time.

3153 City may presume that wage rates paid by Contractor in excess of the prevailing wages determined by the  
3154 Department are unreasonable for purposes of determining Contractor's Payment to the extent of the  
3155 excess. Contractor may present evidence demonstrating that those wages are reasonable  
3156 notwithstanding their being in excess of prevailing wage rates.

3157 **13.8 NON-DISCRIMINATION**

3158 Contractor will not discriminate in the provision of service (including with respect to any City employee  
3159 working with Contractor) or the employment of Persons engaged in performance of this Agreement  
3160 (including application for that employment) on the basis of the fact or perception of a Person's race, color,  
3161 creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, age,  
3162 weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status).

3163 **13.9 EXHIBITS**

3164 Each of the Exhibits identified as Exhibit "A" through "M" is attached hereto and incorporated herein and  
3165 made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and  
3166 the terms of an Exhibit, the terms of this Agreement shall control. In the event of a conflict between  
3167 Exhibit G1 and any other Exhibit(s), such other Exhibit(s) shall control.

3168 IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Santa Clara County,  
3169 California on the day and year first above written.

"CITY"  
City of Sunnyvale  
A Municipal Corporation

DocuSigned by:



04/27/2021

Larry Klein  
Mayor

Date

"CONTRACTOR"  
Bay Counties Waste Services, Inc.  
A California Corporation

DocuSigned by:



04/14/2021

Doug Button  
Signature

Date

Doug Button

Print Name of Signatory

Vice President

Title of Signatory

DocuSigned by:



04/14/2021

William Dobert  
Signature

Date

William Dobert

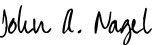
Print Name of Signatory

CFO

Title of Signatory

APPROVED AS TO FORM:

DocuSigned by:



04/14/2021

John A. Nagel  
City Attorney

Date

ATTEST:

DocuSigned by:



04/27/2021

David Carnahan  
City Clerk

Date

078740

Sunnyvale Business License #

Ordinance Number 3173-21

Approved by City Council

# **FRANCHISE EXHIBITS**

## **EXHIBIT A: DEFINITIONS**

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For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

**"AB 1826"** means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

**"AB 341"** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

**"AB 939"** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**"AB 2176"** means the Venue and Event Reduction Act of 2004 (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

**"Affiliate"** means any Person that is directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. Any such Person shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a Person in which Contractor has a direct or indirect Ownership interest, (ii) a Person which has a direct or indirect Ownership interest in Contractor and/or (iii) a Person which is also Owned, controlled or managed by any Person which has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interests of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents.

**"Agreement"** means this Agreement between City and Contractor, including all exhibits, and any future amendments hereto.

**"Applicable Law"** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

**"Approved Facility(ies)"** means the SMaRT Station, or other facility(ies) as designated by the City.

**"Back-Haul"** means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise specified by Section 18982(a)(66)(A) of the Final Regulations.

**"Bin"** means a Container with capacity of approximately one (1) to six (6) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

**"Bulky Item"** means discarded appliances (including refrigerators and other "white goods"), furniture, tires, carpets, mattresses, E-Waste, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

**"Business Days"** mean days during which the City offices are open to do business with the public.

**"Cardboard"** means corrugated fiberboard consisting of a fluted corrugated sheet and one or two flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

**"Cart"** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. In general, Carts have a capacity of 35, 64 or 96 gallons (or similar volumes). Exhibit B contains additional detail regarding Cart sizes that are available for specific services. "Cart" is inclusive of Split Carts.

**"Change in Law"** means any of the following events or conditions that has a material and adverse effect on the performance by either Party of its obligations under this Agreement (except for payment obligations):

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation, of any Applicable Law on or after the Effective Date; or
- B. The order or judgment of any Federal, State, County, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

**"City"** means City of Sunnyvale, a municipal corporation, and all of the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the Term. For purposes of the areas to be served 'by Contractor under this Agreement, "City" also includes unincorporated areas completely surrounded by the City of Sunnyvale, all of which are now provided Solid Waste collection services by Contractor under this Agreement.

**"City Contract Manager"** means the Environmental Services Department's Solid Waste Division Manager, or other designee of the Environmental Services Director, who is responsible for the administrative management of this Agreement.

**“City Fees”** means all fees payable to the City, identified and referenced in Article 7 of this Agreement, including, without limitation, Franchise Fees.

**“Collect or Collection (or any variation thereof)”** means the act of collecting Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in City.

**“Commencement Date”** means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

**“Commercial”** shall mean of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

**“Compactor”** means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors may include up to three (3) cubic yard Bin Compactors serviced by front-end loader Collection vehicles, and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles subject to maximum vehicle weight limitations under Applicable Law.

**“Complaint”** shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; or, (2) a violation by Contractor of this Agreement.

**“Composting or Compost (or any variation thereof)”** includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

**“Construction and Demolition Debris (C&D)”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris includes rocks, soils, tree remains and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

**“C&D Collection Site(s)”** means properties where construction and demolition work is performed as evidenced by City issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated Municipal Code.

**“Container(s)”** mean Bins, Carts, Compactors, Drop Boxes (or Debris Bins or Debris Dumpster), Split Containers, and Public Litter Containers.

**“Contamination”** means the following: (i) Discarded Materials placed in a Recyclable Materials Container that are not identified as Recyclable Materials; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as Organic Materials; (iii) Discarded Materials placed in the Solid Waste Container that are identified as Recyclable Materials and/or Organic Materials, which are to be separately Collected; and/or (iv) Excluded Waste placed in any Container.

**“Contamination Fee”** means a City-approved Customer fee charged by City or Contractor for Contamination of Containers as provided in Section 4.12.2.H.

**“Contract Year”** means the consecutive Fiscal Years of the Term from Contract Year One (1) from July 1, 2021 through June 30, 2022 through contract Year Fifteen (15) from July 1, 2035 through June 30, 2036.

**“Contractor”** means Bay Counties Waste Services, Inc., organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, Affiliates, subsidiaries, and Subcontractors.

**“Contractor’s Compensation”** means Contractor’s Payment and any other monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8 and is the full, entire and complete compensation due to Contractor from City for furnishing all labor, equipment, materials, and supplies and other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

**“Contractor’s Payment”** means the annual payment to Contractor as determined in accordance with Article 8 and Exhibit E.

**“Contractor’s Proposal”** means the proposal submitted to City by Contractor for provision of Recyclable Materials, Organic Materials, and Solid Waste Collection and Processing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

**“Courtesy Collection”** means events wherein the Contractor Collects Discarded Materials which have been improperly placed for Collection, leaves a Courtesy Notice, and does not charge the City-approved Rate associated with the improper set-out. Courtesy Collections are provided up to once per year per Customer.

**“Courtesy Notice”** means a form developed by Contractor and approved by City Contract Manager, and provided at Contractor’s cost at least 2" by 6" in size, on which Contractor has provided Contractor’s phone number and indicated the ways in which a Customer has failed to comply with proper Discarded Materials set-out procedures, giving reference to the law, or ordinance, or section of this Agreement which has been violated, which is left by Contractor at a Customer’s Premises to indicate that their improperly set-out Discarded Materials were Collected as a courtesy (defined above as a Courtesy Collection), but may be subject to non-Collection in the future.

**“Criminal Activity”** means any of the following events or circumstances:

1. **Convictions.** The approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction, or a permanent mandatory or prohibitory injunction from a court, municipality or regulatory agency of competent jurisdiction, based, in the case of Contractor’s employees, on acts taken in his or her official capacity on behalf of Contractor, with respect to:
  - a. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement or
  - b. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal

- agency; or
- c. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- d. Unlawful disposal of Hazardous Waste or Designated Waste the occurrence of which any of Contractor Party knew or should have known; or
- e. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees; or
- f. Violation of securities laws; or
- g. Felonies or misdemeanors involving moral turpitude.

**“Curb or Curbside (or any variation thereof)”** means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property’s entrance.

**“Customer”** means the Person whom the City bills and collects payment from or to whom Contractor submits its billing invoice to and collects payment from, for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

**“Customer Type”** means the Customer’s sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Drop Box, and City.

**“Delivery”** of Solid Waste by a Waste Generator is deemed to occur when Solid Waste is deposited in a receptacle or at a location that is designated for Collection pursuant to City’s Municipal Code, or is otherwise discarded.

**“Designated Waste”** means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.

**“Discarded Materials”** means Recyclable Materials, Organic Materials, Solid Waste and Construction and Demolition Debris (C&D) placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

**“Disposal or Dispose (or any variation thereof)”** means the final disposition of Solid Waste or Processing Residue at a Disposal Facility.

**“Disposal Facility”** means a landfill or other facility for ultimate Disposal of Solid Waste.

**“Divert or Diversion (or any variation thereof)”** means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation,

gasification, or biological conversion methods), through Source Reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, in accordance with the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term, including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

**“Downtown Area”** means the geographic area described in Exhibit L.

**“Drop Box”, or “Debris Bin” or “Debris Dumpster”** means an open-top Container with a capacity of seven (7) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“Dual Stream (or Dual-Stream)”** means a Collection method in which the Generators are instructed to keep two like materials separate (such as Recyclable fiber and containers, or keep two different materials separate (such as Food Scraps and Solid Waste) for placement in two sections of a Split Container. Contractor maintains the separation of the two streams during Collection and Delivery to the Approved Facility for separate Processing of each stream. “Dual Stream” also refers separately and collectively to City’s FoodCycle program (separate Collection of Food Scraps and Solid Waste) and Recyclable Materials Collection program (separate Collection of fiber and containers).

**“Dwelling Unit”** means any individual living unit in a; Single-Family dwelling (SFD) or Multi-Family dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

**“Edible Food”** means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in Section 18982(a)(18) of the Final Regulations for Edible Food differs from this definition, the definition in said 18982(a)(18) shall apply to this Agreement.

**“Effective Date”** means the date on which the latter of the two Parties signs this Agreement.

**“Excluded Waste”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, radioactive, sewage, restaurant grease and tallow and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State, or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil, Used Oil Filters, cooking oil, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.



**“Extra Garbage Tags”** are tags approved by City Contract Manager and provided by the Contractor which may be purchased by Residents and affixed to a bag provided by Residents for the Collection of Solid Waste overages.

**“E-Waste”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

**“Federal”** means belonging to or pertaining to the Federal government of the United States.

**“Final Regulations”** means the regulations under SB 1383 issued in November 2020.

**“Fiscal Year”** means July 1 through June 30.

**“Food Recovery Organization”** means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for food recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in Section 18982(a)(25) of the Final Regulations for Food Recovery Organization differs from this definition, the definition in said Section 18982(a)(25) shall apply to this Agreement.

**“Food Recovery Service”** means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in Section 18982(a)(26) of the Final Regulations.

**“Food Scraps”** means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper (including paper containers and cartons) that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and (v) vegetable trimmings, houseplant trimmings and other Compostable organic waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Organic Materials.

**“FoodCycle Collection”** means a Dual Stream form of Collection method in which Customers are instructed to keep Food Scraps and Solid Waste separate from each other for placement in two separate sections of a Split Container, and in which the Contractor maintains the separation of the two streams during Collection and Delivery to the Approved Facility for separate Processing of each stream.

**“Franchise Fee”** means the fee paid by Contractor to the City as described in Section 7.1.

**“Generator”** means any Person whose act first causes Discarded Materials to become subject to regulation under Federal, State, or local regulation.

**“Gross Receipts”** shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

**“Hauler Route”** means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, or as otherwise defined in Section 18982(a)(31.5) of the Final Regulations.

**“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC Section 9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC Section 1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq.; (iv) the Clean Water Act, 33 USC Section 1251 et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7901 et seq.; and, (vii) California Water Code Section 13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

**“Hazardous Waste”** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code Section 25110.02, 25115, and 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

**“Holidays”** are defined as New Year’s Day, Thanksgiving Day, and Christmas Day.

**“Household Hazardous Waste”** or **“HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, household batteries, fluorescent bulbs , tubes, cleaners and sprays, personal care products, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

**“Infectious Waste”** means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

**“In-Home Recycling Container”** refers to a small, easily portable tote bag with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

**“Large Event”** means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public.

**“Large Venue”** means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of Chapter 12 of the Final Regulations and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of Chapter 12 of the Final Regulations and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in Section 18982(a)(39) of the Final Regulations differs from this definition, the definition in said Section 18982(a)(39) shall apply to this Agreement.

**“Liquidated Damages” or “LD”, or variation thereof** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

**“Mixed-Use Premise”** means a building or complex of buildings containing Dwelling Units and non-Residential entities such as businesses.

**“Move-in Kit”** refers to a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to new Multi-Family tenants upon move-in to a Multi-Family Dwelling Unit. At a minimum, Move-in Kits shall include a Multi-Family Recycling guide, an In-Home Recycling Container, and stickers that clearly define the accepted and prohibited materials in the Recycling program.

**“Multi-Family”** means any Residential Premises, other than a Single-Family Premises, with four (4) or more dwelling units used for Residential purposes (regardless of whether residence therein is temporary or permanent), including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with four (4) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family.

**“Non-Collection Notice”** means a form at least 2" by 6" in size, developed by Contractor at Contractor's cost and subject to City Contract Manager review, on which Contractor has provided Contractor's phone number and indicated the reasons for Contractor's refusal to Collect material, giving reference to the law, or ordinance, or section of this Agreement which has been violated, and which gives grounds for Contractor's refusal either in writing or by means of a check system.

**“Occupant”** means the Person who occupies a Premises.

**“Organic Material(s)”** means Solid Waste containing material originated from living organisms and their metabolic waste products including, but not limited to food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or

as otherwise defined by Section 18982(a)(46) of the Final Regulations. Biosolids and digestate are as defined by Section 18982 of the Final Regulations.

**"Owner"** means the Person(s) holding legal title to real property and/or any improvements thereon, and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

**"Party or Parties"** refers to the City and Contractor, individually or together.

**"Person(s)"** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal person.

**"Premises"** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

**"Processing"** means to prepare, treat, or convert Recyclable Materials, Reusable Materials or Organics Materials through sorting, cleansing, treating or reconstituting or use of other methods, for the purpose of making such material available for Recycling or reuse and/or marketing as a Recyclable or Organic Material product.

**"Processing Facility"** means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

**"Prohibited Container Contaminants"** means: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable for the City's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable for the City's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials or Organic Materials to be placed in City's Recyclable Materials and Organic Materials Containers; and, (iv) Excluded Waste placed in any Container.

**"Public Litter Modules"** means public Containers distributed on sidewalks, at bus stops, and in other public places in the City for the Collection of Recyclable Materials, Organic Materials, and/or Solid Waste. Containers may provide separate locations for more than one type of Discarded Material (e.g., Solid Waste and Recyclable Materials).

**"Public Street"** means all City-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

**"Rate"** means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing services under this Agreement. The Rates approved by City are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

**"Rear Yard"** means a location behind or beside a premise, including side yard.

**"Recyclable Materials"** means those Discarded Materials that: the Generators set out in Recyclable Materials Containers for Collection for the purpose of Recycling by the Contractor and that exclude

Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, refrigerated/shelf-stable cartons, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans; mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; dry cell household batteries ( with positive ends taped) when placed on the Recycling Cart in a sealed plastic bag and motor oil in a one gallon container with tightly fitting lid and filters sealed in a plastic bag ; and, those materials added by City from time to time.

**"Recycle"** or **"Recycling"** means the process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

**"Residential"** or **"Residential Premises"** means Single Family, duplex, triplex and mobile home park residences, and freestanding or ground level town homes subscribing to Cart service.

**"Residue"** means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

**"Reusable Materials"** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

**"SB 1016"** means the Solid Waste Per Capita Measurement Act of 2008 (an act to amend Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, to amend the headings of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, to add Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and to repeal and replace Section 41825 of, the Public Resources Code, relating to Solid Waste), also commonly referred to as "SB 1016," as amended, supplemented, superseded, and replaced from time to time.

**"SB 1383"** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

**"Self-Hauler"** or **"Self-Haul"** means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in Section 18982(a)(66) of the Final Regulations. Self-Hauler also includes a Person who Back-Hauls waste.

**“Service Level”** refers to the size of a Customer’s Container and the frequency of Collection service.

**“Service Opportunity”** shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer’s location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor’s most recent Quarterly Report to City.

**“Single-Family”** means, notwithstanding any contrary definition in City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, or tri-plex Residential structures and mobile home parks, regardless of whether each unit is separately billed for their specific Service Level.

**“Solid Waste”** means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, Section 40191 and regulations promulgated thereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Reusable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

**“Source Reduction”** means the act of reducing the volume of Discarded Materials generated by Persons and may involve the Reuse of Discarded Materials.

**“Source Separated”** or **“Source Separation”** means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

**“Split Cart”** or **“Split-Cart”** means a Cart that is split or divided into two segregated sections for Generator placement of different materials.

**“Split Container”** or **“Split-Container”** means a Container that is split or divided into segregated sections, instead of an entire Container.

**“State”** means the State of California.

**“Subcontractor”** means a Person who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for, and directly related to, the Contractor’s fulfillment of its obligations for providing service under this Agreement. As of the Effective Date, Subcontractors include, without limitation: (a) Thomas Road Venture Group, LLC, Contractor’s Affiliate and landlord, and (b) Persons providing, at a minimum, the following services as subcontractors to Contractor in connection



with Contractor's services under this Agreement: (i) Cart assembly and/or delivery services, (ii) technical assistance under Section 4.10 of the Agreement, including in connection with SB 1383 compliance monitoring, (iii) fueling station upgrade, maintenance and/or operation services, and (iv) scout services to Commercial Customers. Notwithstanding any other provision in this Agreement, vendors providing services, materials and/or supplies to Contractor that are not directly related to Contractor's provision of services under this Agreement (such as office supplies, equipment parts and paving services at Contractor's facilities), and professional service firms providing legal, accounting and/or other business services to Contractor, shall not be considered Subcontractors for any purpose under this Agreement.

**"Term"** means the Term of this Agreement as provided for in Article 2.

**"Tier One Commercial Edible Food Generator"** means a Commercial Edible Food Generator that is one of the following, each as defined in Section 18982 of the Final Regulations:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in Section 18982(a)(73) of the Final Regulations of Tier One Commercial Edible Food Generator differs from this definition, the definition in said Section 18982(a)(73) shall apply to this Agreement.

**"Tier Two Commercial Edible Food Generator"** means a Commercial Edible Food Generator that is one of the following, each as defined in Section 18982 of the Final Regulations:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health Facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A Local Education Agency with an on-site food facility.

If the definition in Section 18982(a)(74) of the Final Regulations of Tier Two Commercial Edible Food Generator differs from this definition, the definition in said Section 18982(a)(74) shall apply to this Agreement.

**“Ton” or “Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

**“Townhouse”** means an attached or semi-attached Single-Family Premises within a group of attached or semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through a central account (e.g. homeowner association, property manager), wherein each unit maintains individual Collection service subscription, does not share Containers with other units, and does not require Yard Trimmings Collection service, as determined in writing by the City Contract Manager.

**“Transfer”** means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

**“Transportation” or “Transport”** means the act of conveying Collected materials from one location to another.

**“Universal Waste (U-Waste)”** means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

**“Used Motor Oil and Filter”** means used oil fluids for vehicles including motor oil and oil filters from automobiles and light trucks.

**“Working Days”** are the days Contractor must keep its office open in accordance with Section 4.12.1.B.

**“Working Hours”** are the hours of Collection described in Section 5.2.A.

**“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in City Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed twelve (12) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

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**EXHIBIT B:**  
**DIRECT SERVICES**

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The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g. back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

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**EXHIBIT B1:**  
**SINGLE-FAMILY RESIDENTIAL SERVICES**

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## 1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

- Containers:** Carts
- Container Type:** Split Cart
- Container Sizes:** 64- and 96-gallons (or comparable sizes approved by the City Contract Manager). Standard Container size is 64-gallon. 96-gallon Container shall be made available for no additional charge, upon request by Customer.
- Service Frequency:** One (1) time per week on the same day as Yard Trimmings Materials and FoodCycle Collection services.
- Service Location:** Curbside
- Acceptable Materials:** Dual-Stream Recyclable Materials (using a Split-Container to separate fibers from containers)
- Prohibited Materials:** Solid Waste, Organic Materials, Excluded Waste
- Additional Service:** Single-Family Customers shall receive one (1) Recyclable Materials Cart at no additional charge.

Contractor shall allow Single-Family Customers to place unlimited flattened Cardboard (bundled no larger than 30" x 30" x 6") and additional volumes of separated Recyclable Materials contained in paper bags adjacent to the Recyclable Materials Cart for Collection on their regularly-scheduled Collection day at no additional charge to the Customer.

- Other Requirements:** Contractor shall accept household batteries in the Recyclable Materials program, provided that those batteries have been placed in a sealed, clear plastic bag and have been placed on top of the Recyclable Materials Container for Collection.

Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

## 2. FoodCycle Collection

For the City's FoodCycle Collection program, Contractor shall Collect Food Scraps and Solid Waste placed in Contractor-provided Split Carts one (1) time per week from Single-Family Customers and Transport such Discarded Materials to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

- Containers:** Carts
- Container Type:** Split Cart

**Container Sizes:** 27-, 43- and 64-gallons (or comparable size approved by the City Contract Manager).

**Service Frequency:** One (1) time per week on the same day as Recyclable Materials Collection service.

**Service Location:** Curbside.

**Acceptable Materials:** Food Scraps and Solid Waste placed for Collection in respective sides of Split Cart.

**Prohibited Materials:** Food Scraps Cart section: Yard Trimmings, Recyclable Materials, Solid Waste, Excluded Waste

Solid Waste Cart section: Recyclable Materials, Organic Materials, Food Scraps, Excluded Waste

**Additional Service:** Single-Family Customers shall receive one (1) FoodCycle Collection standard Split Cart.

Single-Family Customers may purchase Extra Garbage Tags for additional Solid Waste. Solid Waste must be placed in a Customer-provided bag, no larger than 35 gallons, with the Extra Garbage Tag affixed and clearly visible, and placed next to their FoodCycle Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Garbage Tags, and Customers shall not be required to schedule such extra service in advance. The weight limit on extra garbage bags is 30 pounds.

Extra Garbage Tags will be readily available to Single-Family Customers at Utilities Customer Service Office. The City shall maintain a sufficient inventory of Extra Garbage Tags to accommodate additional Solid Waste.

**Other Requirements:** Contractor shall provide to all Single-Family Customers kitchen pails designed to contain Food Scraps prior to placement in the Customer's Food Scraps Cart. Kitchen pail specifications shall be approved by the City Contract Manager prior to ordering and distribution.

Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

Contractor shall allow Customers to place Food Scraps in clear plastic bags and then place the bagged Food Scraps into their Food Scraps side of the Container for Collection. Contractor shall demonstrate that use of plastic bags is allowable pursuant to Section 4.3 of the Agreement. The Collection of Food Scraps placed in plastic bags shall not interfere with Contamination monitoring requirements described in Section 4.8 of this Agreement.

### 3. Yard Trimmings Collection

Contractor shall Collect Yard Trimmings placed in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Yard Trimmings to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

- Containers:** Carts
- Container Type:** Cart
- Container Sizes:** 64- or 96-gallon Cart (or comparable size approved by the City Contract Manager). Standard Container size is 64-gallon. 96-gallon Container shall be made available for no additional charge, upon request by Customer.
- Service Frequency:** One (1) time per week on the same day as Recyclable Materials and FoodCycle Collection service.
- Service Location:** Curbside.
- Acceptable Materials:** Yard Trimmings
- Prohibited Materials:** Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Single-Family Customers shall receive one (1) Yard Trimmings Cart standard. Contractor shall allow Single-Family Customers to place bundles of Yard Trimmings, not to exceed four (4) feet in length and one (1) foot in diameter, adjacent to the Yard Trimmings Cart for Collection on their regularly-scheduled Collection day at no additional charge to the Customer.
- Excess Yard Trimmings: Additional Yard Trimmings may be Collected in 32-gallon Customer-owned Carts that are labeled "Yard Trimmings."
- Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Extra bags must be tagged with "extra bag tags" to be Collected as Solid Waste.
- Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

### 4. Used Motor Oil and Filter Collection

Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed in Contractor-provided jugs and bags from Single-Family Customers and shall Recycle all Used Motor Oil and Filters Collected pursuant to this Agreement at no additional charge to Single Family Customers.

- Containers:** Used Motor Oil jugs/Used Motor Oil Filter bags
- Container Sizes:** 1-gallon oil jugs; and, 1-gallon plastic bags
- Service Frequency:** Up to one (1) time per week on the same day as FoodCycle Collection service.
- Service Location:** Curbside (adjacent to Recyclable Materials Cart)

**Acceptable Materials:** Used Motor Oil and Used Motor Oil Filters

**Prohibited Materials:** Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste

**Additional Service:** Not applicable

**Other Requirements:** Upon Customer request, Contractor shall provide a Used Motor Oil jug and/or Used Motor Oil plastic filter bag to a Customer on their next regularly scheduled FoodCycle Collection day, at no additional cost to Customer. Upon Collection of Used Motor Oil and/or Used Motor Oil Filter from a Customer, Contractor shall leave a clean and empty Used Motor Oil jug or Used Motor Oil Filter plastic bag adjacent to the Recyclable Materials Cart. If Contractor Collects two (2) Used Motor Oil jugs or Used Motor Oil Filter bags, respectively, Contractor shall leave two (2) empty Used Motor Oil jugs and two (2) empty Used Motor Oil Filter bags.

Contractor shall Recycle the Used Motor Oil and the Used Motor Oil Filter only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil or the Used Motor Oil Filter Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.

In accordance with Exhibit D, Contractor shall notify the City Contract Manager of any Contamination which renders the Used Motor Oil and Used Motor Oil Filter unacceptable for Recycling or which requires Disposal as a Hazardous Waste.

Contractor shall keep all Used Motor Oil and Used Motor Oil Filters Collected pursuant to this Agreement segregated from used household cooking oil and other materials.

Contractor may refuse to Collect Used Motor Oil and/or a Used Motor Oil Filter if it is not contained in an appropriately sized Used Motor Oil jug or Used Motor Oil Filter bag, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection, and also leaves a clean and empty Used Motor Oil jug and Used Motor Oil Filter bag adjacent to the refused Used Motor Oil jug and Used Motor Oil Filter bag set-out. Contractor may refuse to Collect a Used Motor Oil jug which contains liquid other than Used Motor Oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection.

## **5. Used Cooking Oil Collection**

Contractor shall Collect used household cooking oil placed in a Contractor-approved container, such as the original cooking oil container with screw-top lid, from Single-Family Customers. Contractor shall Transport used household cooking oil to the Approved Facility at no additional charge to Single Family Customers.

**Containers:** Contractor-approved container

**Container Sizes:** Up to two, one-gallon containers

- Service Frequency:** One (1) time per week on the same day as FoodCycle Collection service.
- Service Location:** Curbside (adjacent to Recyclable Materials Cart)
- Acceptable Materials:** Used household cooking oil
- Prohibited Materials:** Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Not applicable
- Other Requirements:** In the event the used household cooking oil Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.
- Contractor shall notify the City Contract Manager of any Contamination which renders the used household cooking oil unacceptable for Recycling or which requires Disposal as a Hazardous Waste.
- Contractor shall keep all used household cooking oil Collected pursuant to this Agreement segregated from Used Motor Oil and other materials.
- Contractor may refuse to Collect used household cooking oil if it is not contained in an approved container or contains liquid other than used household cooking oil, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.2 of this Agreement, and follows the applicable procedures specified in that section.

## **6. On-Call Bulky Item/Reusable Materials Collection**

Upon Customer request, Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers as provided in Section 4.6. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers up to two (2) times per year at no additional charge, and within five (5) Working Days of Contractor's receipt of such a Customer request for service. On-Call and Bulky Collections are to be scheduled for Customers next service day.

- Containers:** Not applicable
- Service Level:** Up to two (2) cubic yards of Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste; AND up to Two (2) Bulky Items at no additional charge;  
Unlimited On-call Collection of Bulky Items at per-item Rates approved by the City
- Service Frequency:** Up to two (2) appointments per year at no additional charge
- Service Location:** Curbside.
- Acceptable Materials:** Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste.
- Prohibited Materials:** Food Scraps, Hazardous Materials, abandoned automobiles, trees, Construction and Demolition Debris (C&D), Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds two hundred (200) lbs. in weight.
- Additional Service:** Contractor shall provide additional Bulky Item/Reusable Materials Collections to



Single-Family Customers, beyond two (2) per year, and shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer), and may charge the appropriate Rates approved by the City for such additional service.

**Other Requirements:** Contractor shall provide the service to the Customer upon Customer's requested service date that is a regular service day for that Customer, as mutually agreed upon by the Customer and Contractor. Contractor shall not Dispose of materials Collected through the on-call Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. Contractor shall maintain On-Call Bulky Item and Reusable Materials Collection records in accordance with Exhibit D.

## **7. Christmas Tree Collection**

For four (4) consecutive weeks beginning on the first weekday following December 25, Contractor shall Collect Christmas trees placed at the Curb for Collection from Single-Family Customers. Contractor shall provide this service as part of regular Yard Trimmings Collection upon presentation at the Curb on Customer's regularly scheduled Collection day. Contractor shall Transport all Collected Christmas trees to the Approved Facility. Christmas trees must be cut into sections no longer than four (4) feet in length, and have decorations, light strings, and stands removed. Christmas trees that contain tinsel, lights, or other decorations, or are attached to a tree stand are not required to be Collected; however, Contractor shall affix a Non-Collection Notice to the tree informing the Customer of the reason(s) for non-Collection. Christmas tree Collection services may be performed at any time of year as part of Customer's Yard Trimmings Collection service.

## **8. Rear-Yard Collection Service**

Upon City request, Contractor shall allow for Persons that are elderly or have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside at no extra charge to the Customer if no able-bodied caregiver or family member is in residence.

City will require Customer to obtain a medical certificate from their doctor and submit such medical certificate to Utilities Customer Service Office to determine eligibility for this type of service. Contractor shall commence Collection on the next regularly scheduled Collection service day for that Single-Family Customer's route following City's request for service. Contractor shall Collect Discarded Materials from approved Customers at least one time per week, Monday through Friday, at no additional cost.

Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Customer. Contractor may enter onto private property to provide service to City-qualified elderly and disabled Customers in accordance with Section 5.3.D. At a minimum, alternative service is comprised of exiting from the Collection vehicle, moving the Single-Family Customer's Container from its storage place to vehicle for Collection, and returning the Container to its original storage place. Contractor shall in no way interfere with the rear-yard Household Hazardous Waste Collection program offered to Customers by the County and the City.

**EXHIBIT B2:**  
**MULTI-FAMILY RESIDENTIAL SERVICES**

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## 1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers at no additional charge with Multi-Family Customer subscription to Solid Waste Collection service, and shall Transport all Recyclable Materials to the Approved Facility.

- Containers:** Carts
- Container Sizes:** 95-gallon (or comparable size Carts approved by the City Contract Manager)  
Standard Container size is 95-gallon.
- Service Frequency:** One (1) time per week on the same day as Yard Trimmings Materials and Solid Waste Collection services)
- Service Location:** Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises
- Acceptable Materials:** Dual-Stream Recyclable Materials
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Contractor shall allow Multi-Family Customers to place unlimited flattened Cardboard in fiber Cart or dedicated Cardboard Recycling Bin(s). Charges for Cardboard Collection service shall be based on a City-approved Bin rental Rate provided quality and quantity standards are met.
- Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to one (1) day per week total service.
- Other Requirements:** During annual site visit to all Multi-Family Premises, as required under Exhibit C, Contractor shall provide to all Multi-Family Dwelling Units Personal Recycling Totes designed to contain Recyclable Materials prior to placement in the Recyclable Materials Container. Personal Recycling Tote specifications shall be approved by the City Contract Manager prior to ordering and distribution. Contractor shall replace Personal Recycling Totes that Multi-Family Customers report lost, stolen, or damaged. Within one (1) week of request by a Multi-Family Customer or the Owner or manager of a Multi-Family Residential Premise, Contractor shall provide new Multi-Family Customers moving into Multi-Family Premises with Personal Recycling Totes.
- Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).
- Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of

standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

## 2. Food Scraps Collection

Contractor shall Collect Food Scraps placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Food Scraps to the Approved Facility.

Contractor shall, as necessary during 2022 and in consultation with the City Contract Manager, temporarily expand the ability of its then-current vehicle fleet and staff to provide Multi-Family Food Scraps Collection services by assigning drivers additional stops within an eight-hour day, adding over-time, and leasing equipment (including from Affiliates). Contractor shall recover reasonable and documented increased costs associated with this effort through the Contract Year Two (2) or Three (3) Compensation Review processes, depending on the timing of the incurred costs.

**Containers:** Carts, Bins

**Container Sizes:** 35-, (or comparable size Carts approved by the City Contract Manager); 1-, 2-, 3-cubic yard Bins; as requested by Customer.

**Service Frequency:** For Bins, unless otherwise approved by the City Contract Manager, up to six (6) times per week but not less than one (1) time per week, as requested by Customer.

**Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface. Collection crews are not required to push Food Scraps Bins that are greater than one (1) cubic yard in size.

**Acceptable Materials:** Food Scraps

**Prohibited Materials:** Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste

**Additional Service:** One-time Collection of up to fifteen (15) cubic yards Food Scraps Collection related to a special event shall be provided to Multi-Family Customers at the City-approved Rate.

Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week of total service.

**Other Requirements:** Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section

5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

### **3. Yard Trimmings Collection**

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Yard Trimmings to the Approved Facility unless the Customer has received a City-approved waiver due to Collection of Yard Trimmings by landscaping contractors that remove material the off-site.

Contractor shall, as necessary during 2022 and in consultation with the City Contract Manager, temporarily expand the ability of its then-current vehicle fleet and staff to provide Multi-Family Yard Trimmings Collection services by assigning drivers additional stops within an eight-hour day, adding over-time, and leasing equipment (including from Affiliates). Contractor shall recover reasonable and documented increased costs associated with this effort through the Contract Year Two (2) or Three (3) Compensation Review processes, depending on the timing of the incurred costs.

- Containers:** Carts, Bins  
Commercial Customers may provide their own Bin if such Containers are compatible with Contractor Collection equipment and Collection practices.
- Container Sizes:** 96-gallon (or comparable size Carts approved by the City Contract Manager); 1-and 4-cubic yard Bins; and, As requested by Customer.
- Service Frequency:** Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.
- Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Yard Trimmings
- Prohibited Materials:** Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved Rate. Contractor shall provide Yard Trimmings Collection at Service Levels greater than ninety-six (96) gallons per week to Commercial Customers upon request, using additional ninety-six (96) gallon Carts, or Bins as requested, and may charge the appropriate Rate approved

by the City. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

**Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **4. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor- or Customer-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Approved Facility. Multi-Family Customers shall receive Solid Waste Collection service at the City-approved Rate.

**Containers:** Carts, Bins, Drop Boxes, Customer Supplied Compactors

**Container Sizes:** 35-, 65-, and 95-gallon (or comparable size Carts approved by the City Contract Manager) for specific locations; 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors

**Service Frequency:** Up to five (5) times per week as authorized by the City but not less than one (1) time per week, as requested by Customer.

**Service Location:** Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises

**Acceptable Materials:** Solid Waste

**Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste

**Additional Service:** Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the City-approved return trip fee. Such additional picks ups can be scheduled equating to up to one (1) days per week total service. Contractor may increase Solid Waste Service Levels for Multi-



Family Customers that request more than three (3) return trip pickups per year.

**Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

## **5. Bulky Item/Reusable Materials Collection**

As described in Exhibit G1 Technical Proposal and provided in Exhibit G2 Cost Basis for Proposal, Contractor proposed but City has deferred consideration of implementation of a Multi-Family bulky item program. The City may at its discretion, and in consultation with Contractor determine whether to conduct a pilot and/or to implement a Multi-Family bulk item program.

## **6. Christmas Tree Collection**

Beginning the first full week following Christmas of each year and continuing for the number of weeks specified by City, Contractor shall provide Christmas tree Collection service to Multi-Family Customers. Such Christmas tree Collection service shall be offered on dates agreed upon by the Contractor and each Multi-Family property Owner or manager. Contractor shall offer each Multi-Family property Owner or manager, at a minimum, the option to receive Christmas tree Collection service in:

1. Bins or Drop Boxes, which Contractor shall provide for such service; or
2. Designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property Owner or manager.

In accordance with Exhibit C, Contractor shall mail letters to all Multi-family properties to notify Multi-Family Customers of Christmas Tree Collection service and shall work with Multi-Family Premises Owners that need assistance in determining the best location for their Multi-Family Occupants to place the Christmas trees for Collection.

Contractor shall Transport all Collected and properly prepared Christmas trees to the Approved Facility. Christmas trees must be cut into sections no greater than four (4) feet in length. Christmas trees shall not be Collected if they have tinsel, lights, or other decorations, or are attached to a tree stand; however, Contractor shall affix a Non-Collection notice to the tree informing the Customer of the reason(s) for non-Collection. Contractor may charge City-approved Rates to return and Collect a previously non-Collected Christmas tree that has been corrected and set out again.

Christmas tree Collection services performed during the timeframe specified by the City shall be provided at no additional cost to the City or the Customer.

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**EXHIBIT B3:  
COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION  
AND DEMOLITION SERVICES**

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## 1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials to the Approved Facility.

- Containers:** Carts, Bins, Drop Boxes
- Commercial Customers may provide their own Bins if such Containers are compatible with Contractor Collection equipment and practices.
- Container Sizes:** 35-, 64-, and 96-gallon (or comparable size Carts approved by the City Contract Manager); 3-, and 6- cubic yard Bins; 7-, 20-, 30-, and 40- cubic yard Drop Boxes; As requested by Customer.
- Service Frequency:** Up to five (5) times per week by not less than one (1) time per week, as requested by Customer.
- Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Recyclable Materials, Corrugated Cardboard
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** One-time Collection of up to forty (40) cubic yards Recyclable Materials Collection related to a special event shall be provided to Commercial Customers at the City-approved Rate.
- Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.
- Other Requirements:** Contractor shall make contact with City-selected Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency, Contractor shall not be required to make contact with Commercial Customers that are exempted from Recyclable Materials services by the City.
- Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

## 2. Food Scraps Collection

Contractor shall Collect Food Scraps placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Food Scraps to the Approved Facility.

**Containers:** Carts, Bins

**Container Sizes:** 35-, (or comparable size Carts approved by the City Contract Manager); 1-, 2-, 3-cubic yard Bins; as requested by Customer.

**Service Frequency:** For Bins, unless otherwise approved by the City Contract Manager, up to six (6) times per week but not less than one (1) time per week, as requested by Customer.

**Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface. Collection crews are not required to push Food Scraps Bins that are greater than one (1) cubic yard in size.

**Acceptable Materials:** Food Scraps

**Prohibited Materials:** Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste

**Additional Service:** One-time Collection of up to fifteen (15) cubic yards Food Scraps Collection related to a special event shall be provided to Commercial Customers at the City-approved Rate.

Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week of total service.

**Other Requirements:** Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

### 3. Yard Trimmings Collection

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Yard Trimmings to the Approved Facility unless the Customer has received a City-approved waiver due to Collection of Yard Trimmings by landscaping contractors that remove material the off-site.

- Containers:** Carts, Bins  
Commercial Customers may provide their own Bin if such Containers are compatible with Contractor Collection equipment and Collection practices.
- Container Sizes:** 96-gallon (or comparable size Carts approved by the City Contract Manager); 1-and 4-cubic yard Bins; and, As requested by Customer.
- Service Frequency:** Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.
- Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Yard Trimmings
- Prohibited Materials:** Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved Rate. Contractor shall provide Yard Trimmings Collection at Service Levels greater than ninety-six (96) gallons per week to Commercial Customers upon request, using additional ninety-six (96) gallon Carts, or Bins as requested, and may charge the appropriate Rate approved by the City. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.
- Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.  
Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes



and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **4. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Approved Facility.

- Containers:** Carts, Bins, Drop Boxes, Customer supplied Compactors.
- Container Sizes:** 35-, 65-, and 95-gallon (or comparable size Carts approved by the City Contract Manager);  
1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15-, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors  
As requested by Customer.
- Service Frequency:** Up to six (6) times per week for Bins and five (5) times per week for Carts as authorized by City, but not less than one (1) time per week, as requested by Customer. City Contract Manager to approve requests for Saturday service for Customers that subscribe to less than three-day-per-week service.
- Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Solid Waste.
- Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste.
- Additional Service:** Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.
- Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and

unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

## **5. Commercial Container Sharing**

In special circumstances, for Customers with significant space limitations and in the absence of other alternatives for Container size and/or service frequency, City Contract Manager may permit Commercial Customers to share Discarded Materials service with other geographically proximate Commercial Customers. Such shared service shall be performed and billed, as if it were being provided to a single Customer, however Contractor shall require all Customers sharing a single service account to identify a "Primary Responsible Party" which will serve as the singular point of contact for communication and billing from Contractor and the City, along with a list of all addresses with which the Primary Responsible Party will share service. Additionally, Commercial Customers that are permitted to share Discarded Materials Containers must submit a "tenant use agreement" to the City Contract Manager documenting their agreement to, and compliance with, applicable Commercial Container sharing requirements of the Municipal Code 19.38.030. In accordance with Exhibit D, Contractor shall on a quarterly basis describe trends and/or concerns related to Commercial Customer Container sharing service.

## **6. Construction & Demolition Material Collection**

- A. **General.** Contractor shall Collect C&D from Customers that directly subscribe to its Collection services. Contractor shall charge Customers for C&D Collection services at City-Approved Rates.
- B. **Acceptable Material.** Contractor may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be mixed materials delivered to an Approved Facility for C&D Recycling; Source Separated C&D materials Collected for Recycling; and/or Source Separated Salvageable Materials Collected for salvage and Reuse. C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites. Contractor may Transport Source Separated Recyclable Materials, such as Cardboard and metals, and Yard Trimmings, from the C&D Collection Sites, if the materials result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites.
- C. **Transport and Processing.** Contractor shall Deliver C&D to the Approved Facility for Processing on-site and/or for Transfer to a third-party for Processing. Contractor shall deliver Source Separated Reusable Materials to the Approved Facility for Reuse through donation or sale of materials.
- D. **Container Types and Collection Frequency.** Contractor shall offer Customers various size Bins and Roll-Off Boxes for Collection of C&D, subject to review and approval by the City Contract Manager. C&D Containers shall conform to all requirements of Sections 4.8 and 5.6 of this Agreement. Contractor shall Collect C&D Materials within one (1) Working Day of an initial Customer request, and at an ongoing frequency agreed upon with the individual Customer. Contractor shall provide requested Collection of C&D Materials within two (2) Working Days of a Customer request for a one-time Collection.

**EXHIBIT B3**  
**COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND**  
**DEMOLITION SERVICES**

- E. **Education Information.** Contractor shall provide Customers with City-approved educational information on best practices for C&D Recycling and Reuse and proper separation of materials for Collection. As directed by the City Contract Manager, Contractor shall label or install signs on Bins and Roll-Off Boxes identifying allowable and non-allowable materials for Collection in the C&D Containers. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Signs shall be affixed to the front and both sides of each Bin and Roll-Off Box.
  
- F. **Record Keeping and Reporting.** Contractor shall submit C&D Tonnage information and other data pursuant to Exhibit D of the Agreement.

**EXHIBIT B4:  
CITY SERVICES**

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## 1. City Facilities

Contractor shall Collect Recyclable Materials, Yard Trimmings, Food Scraps, and Solid Waste from City facilities (including parks and schools) in the same manner as those services are provided to Commercial Customers. Contractor shall provide designated personnel in accordance with Section 3.6 of this Agreement. Contractor shall provide service to all existing City facilities identified in Exhibit B5 as well as any future City facilities established after the Commencement Date. Contractor shall provide these services, other than for schools, at no additional cost to the City. City facility service as described by this Section shall include Drop Box Collection service, and periodic Bulky Item Collection. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty and return Drop Boxes within twenty-four (24) hours of City request. Contractor shall remove and not return Drop-Boxes within one (1) Working Day of City request.

City and Contractor shall cooperate to select strategic locations for the Containers placed at each location, in order to maximize participation while siting Containers to enhance operational efficiency in Collections. Contractor shall Collect full or overflowing Containers within one (1) Working Day of notification by City Contract Manager.

## 2. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from City facilities, as described in Exhibit B5, and Transport all Recyclable Materials to the Approved Facility.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	95-gallon (or comparable size Carts approved by the City Contract Manager); and Cardboard Recycling 3-, and 6-cubic yard Bins. As requested by Customer Standard Container size is 95-gallon.
<b>Service Frequency:</b>	One (1) or more times per week depending on location and quantity of Recyclable Materials.
<b>Service Location:</b>	Curbside or other City-designated service location at the City facility Premises
<b>Acceptable Materials:</b>	Dual-Stream Recyclable Materials
<b>Prohibited Materials:</b>	Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Contractor shall allow City Customers to place unlimited flattened Cardboard in dedicated Cardboard Recycling Bin(s).
<b>Other Requirements:</b>	Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).  Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of

standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

**Special Recycling Collection.** Contractor shall provide Containers and Recycling service to City facilities and schools, as identified in Exhibit B5, during special clean-outs or end of school year activities (Clean Slate Program) at no charge. City shall contact schools and City facilities in April or May of each year to notify staff of the Clean Slate Program. Schools and City facilities shall contact Contractor to indicate the number of Containers requested for Recycling and/or Solid Waste service and shall indicate how long such Containers will be needed (not to exceed three (3) weeks).

### 3. Food Scraps Collection

Contractor shall Collect Food Scraps placed in Contractor-provided Containers from City facilities, as described in Exhibit B5, and Transport all Food Scraps to the Approved Facility.

- Containers:** Carts, Bins
- Container Sizes:** 35-, (or comparable size Carts approved by the City Contract Manager); 1-, 2-, 3-cubic yard Bins; as requested by Customer.
- Service Frequency:** One (1) or more times per week depending on location and quantity of Food Scraps.
- Service Location:** Curbside or other City-designated service location at the City facility Premises
- Acceptable Materials:** Food Scraps
- Prohibited Materials:** Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste
- Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Food Scraps Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

### 4. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers from City facilities, as described in Exhibit B5, and Transport all Solid Waste to the Approved Facility.

- Containers:** Carts, Bins, Drop Boxes, Compactors.



- Container Sizes:** 35-, 65-, and 95-gallon (or comparable size Carts approved by the City Contract Manager);  
1-, 2-, and cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 7-, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors  
As requested by Customer.
- Service Frequency:** One (1) or more times per week depending on location and quantity of Solid Waste.
- Service Location:** Curbside or other City-designated service location at the City facility Premises.
- Acceptable Materials:** Solid Waste
- Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste
- Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

## **5. Yard Trimmings Collection at City Facilities, Parks, and Schools**

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from City Customers at no additional charge and shall Transport all Yard Trimmings to the Approved Facility.

- Containers:** Carts, Bins, Compactors
- Container Sizes:** 96-gallon (or comparable size Carts approved by the City Contract Manager);  
1-, 3-, and 6-cubic yard Bins; and,  
As requested by Customer.
- Service Frequency:** Up to five (5) times per week but not less than one (1) time per week, as requested by City.
- Service Location:** Curbside or other City-selected service location at the City Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Yard Trimmings
- Prohibited Materials:** Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to City Customers.
- Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

## **6. Public Litter Container Service**

With the exception of Public Litter Containers that are the responsibility of CalTrans Valley Transportation Authority or City Parks staff, Contractor shall provide Collection and Transportation service to all Public Litter Containers in place or placed by the City on sidewalks, at bus stops, and other City properties at set forth in Exhibit B5 during the Term of this Agreement. Frequency of Collection shall be designated by the City, at least three (3) times per week per Public Litter Container, and may be more frequent if requested by City. Contractor shall report all instances to City of plastic liners inside the Public Litter Containers that are damaged or missing. Contractor shall pick up litter located in and around Public Litter Containers that are not located in City Parks. In the event that Public Litter Containers are designed and able to separately contain Source Separated Recyclable Materials and/or Source Separated Organic Materials, Contractor shall not commingle such materials with Solid Waste during Collection and Transport.

## **7. Planning Assistance Services**

Within three (3) Working Days of City's request, Contractor shall assist City in reviewing plans for proposed developments and Customer-owned or leased Containers and accessories in the City with regard to the type of Discarded Materials Collection infrastructure considerations that plans should provide, including, but not limited, to Collection vehicle accessibility and Discarded Materials Service Level, and related space considerations.

## **8. On-Call Clean Up Service**

In addition to the services to be provided in accordance with this Exhibit B4, and Article 4 of the Agreement, Contractor shall provide on-call clean-up service, and upon City request, will provide such clean-up capacity in the form of temporary Drop Box service for community events, spring clean-up events, or any other arrangement deemed appropriate by the City Contract Manager.

Contractor shall, in response to a written request from the City Contract Manager, deliver to and Collect Drop Boxes from locations not designated as City facilities, as directed by the City Contract Manager. The City Contract Manager's request to Contractor shall specify the date of delivery and Collection of the Drop Box Containers, the location(s) for delivery, and the number of and size of the Drop Box Containers to be delivered. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty and return Drop Boxes within twenty-four (24) hours of City's request. Contractor shall remove and not return Drop-Boxes within twenty-four (24) hour of City's request.

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**EXHIBIT B5:  
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND  
SPECIAL EVENTS**

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Contractor shall Collect Recyclable Materials, Food Scraps, Yard Trimmings, and Solid Waste from City facilities (including parks) in the same manner as those services are provided to Commercial Customers. To the extent practical, Contractor shall not be required to enter City facilities to Collect Discarded Materials. City personnel shall be directed to place City facility Discarded Materials Containers outside for Contractor to Collect and Transport to the Approved Facility. Contractor shall provide service to all City facilities, present and future, with appropriate adjustment in compensation as necessary and documented through the Contractor Payment process.

### 1. City Facilities

FACILITY NAME	ADDRESS
City Hall	456 W. Olive Ave.
City Hall Annex	650 W. Olive Ave.
Columbia Neighborhood Center	739 Morse Ave.
Community Center	550 E. Remington Dr.
Corporation Yard	221 Commercial Ave.
Fire Station #1	171 N. Mathilda Ave.
Fire Station #2	795 E. Arques Ave.
Fire Station #3	910 Ticonderoga Dr.
Fire Station #4	996 Wolfe Rd.
Fire Station #5	1210 Bordeaux
Fire Station #6	1282 N. Lawrence Station Rd.
Nova Job Training Office	505 W. Olive Ave., Suites 300, 500, 600, 700
Public Safety Headquarters	700 All America Way
Sunken Gardens Golf Course	1010 S. Wolfe Rd.
Sunnyvale Chamber of Commerce	260 S Sunnyvale Ave.
Sunnyvale Golf Course	605 Macara Ave.
Sunnyvale Library	665 W. Olive Ave.
Sunnyvale Senior Center	550 E. Remington Ave.
Tennis Center	800 Russet Dr.
Water Pollution Control Plant	1444 Borregas Ave.

## 2. Parks

FACILITY NAME	ADDRESS
Baylands Parks	999 E. Caribbean Dr.
Braly Park	704 Daffodil Ct.
Cannery Park	900 W. California Ave.
Columbia Park	801 Morse Ave.
De Anza Park	1150 Lime Dr.
Encinal Park	445 N. Macara Ave.
Fair Oaks Park	540 Fair Oaks Ave.
Fairwood Park	1255 Sandia Ave.
Lakewood Park	834 Lakechime Dr.
Las Palmas Park	850 Russet Dr.
Macara Park	445 Macara Ave.
Mango Park	1080 Mango Ave.
Murphy Park	236 N. Sunnyvale Ave.
Murphy Park/Museum	230 E. California Ave.
Orchard Gardens Park	238 Garner Dr.
Ortega Park	636 Harrow Way
Panama Park	755 Dartshire Way
Ponderosa Park	811 Henderson Ave.
Raynor Park	1565 Quail Ave.
San Antonio Park	1026 Astoria Dr.
Seven Seas Park	1010 Morse Ave.
Serra Park	730 The Dalles Ave.
Swim Center Washington Park	840 W. Washington Ave.
Washington Park	840 W. Washington Ave.



### 3. Public Litter Containers

City of Sunnyvale Public Litter Container Collection Services		
Location	Type	Frequency
1640 Hollenbeck Avenue	Bus Stop	1
Wolfe/El Camino	Bus Stop	1
WB El Cam-Fs Wolfe	Bus Stop	1
El Camino/Hollenbeck	Bus Stop	1
Hollenbeck/El Camino	Bus Stop	1
Hollenbeck/El Camino	Bus Stop	1
El Camino/Bernardo	Bus Stop	1
El Camino/Bernardo	Bus Stop	1
Fair Oaks/El Camino	Bus Stop	1
N Fair Oaks/Tasman	Bus Stop	1
Reed/Evelyn	Bus Stop	1
295 E Evelyn Avenue	Bus Stop	3
Reed/Wolfe	Bus Stop	1
Duane/De Guigne	Bus Stop	1
Arques/Commercial	Bus Stop	1
Arques/Fair Oaks	Bus Stop	1
Arques/San Geronimo	Bus Stop	1
Bernarado/El Camino	Bus Stop	1
Bernarado/El Camino	Bus Stop	1
Borregas/Plaza	Bus Stop	1
Duane/San Juan	Bus Stop	1
830 E El Camino Real	Bus Stop	1
El Camino/Cezanne	Bus Stop	1
El Camino/Fair Oaks	Bus Stop	1
El Camino/Henderson	Bus Stop	1
El Camino/Mary	Bus Stop	1
El Camino/Mary	Bus Stop	1
El Camino/Mathilda	Bus Stop	1
El Camino/Mathilda	Bus Stop	1
El Camino/Pastoria	Bus Stop	1
El Camino/Poplar	Bus Stop	1
El Camino/Sunnyvale	Bus Stop	1
El Camino/Sunnyvale	Bus Stop	1
El Camino/Sycamore	Bus Stop	1
El Camino/Wolfe	Bus Stop	1

<b>City of Sunnyvale Public Litter Container Collection Services</b>		
<b>Location</b>	<b>Type</b>	<b>Frequency</b>
El Camino/Wolfe	Bus Stop	1
617 Evelyn/Fair Oaks	Bus Stop	1
Fair Oaks/Arques	Bus Stop	1
Fair Oaks/Bryan	Bus Stop	1
Fair Oaks/California	Bus Stop	1
Fair Oaks/Cypress	Bus Stop	1
Fair Oaks/El Camino	Bus Stop	1
Fair Oaks/Old San Francisco	Bus Stop	1
Fremont/Hollenbeck	Bus Stop	1
Fremont/Mary	Bus Stop	1
Fremont/Sunnyvale-Saratoga	Bus Stop	1
Fremont/Wolfe	Bus Stop	1
Fremont/Wolfe	Bus Stop	1
Hollenbeck/Homestead	Bus Stop	1
Hollenbeck/Yellowstone	Bus Stop	1
Homestead/Mary	Bus Stop	1
Homestead/New Brunswick	Bus Stop	1
Lakehaven/Twinlake	Bus Stop	1
Mary/Evelyn	Bus Stop	1
Mathilda/California	Bus Stop	1
Mathilda/Iowa	Bus Stop	1
Mathilda/Maude	Bus Stop	1
Maude/Fair Oaks	Bus Stop	1
Maude/Sunnyvale	Bus Stop	1
N Mary/Escalon	Bus Stop	1
Old San Fran/Carroll	Bus Stop	1
Old San Fran/Fair Oaks	Bus Stop	1
Old San Fran/Fair Oaks	Bus Stop	1
Old San Fran/Wolfe	Bus Stop	1
603 Old San Francisco Road	Bus Stop	1
Reed/Sitka	Bus Stop	1
Remington/Azure	Bus Stop	1
Stewart/Duane	Bus Stop	1
Sunnyvale-Saratoga/Fremont	Bus Stop	1
Sunnyvale-Saratoga/Fremont	Bus Stop	1
Sunnyvale-Saratoga/Homestead	Bus Stop	1

City of Sunnyvale Public Litter Container Collection Services		
Location	Type	Frequency
Washington/Sunset	Bus Stop	1
Wolfe/Fremont	Bus Stop	1
Wolfe/Maria	Bus Stop	1
Wolfe/Old San Francisco	Bus Stop	1
Wolfe/Reed	Bus Stop	1
Tasman/1237 Birchwood Avenue	Bus Stop	1
N Fair Oaks/Caliente	Bus Stop	1
W Mary/S Buena Vista/California	Bus Stop	1
622 Hollenbeck East Side/Ecr	Bus Stop	1
Jadelake/Lakehaven	Bus Stop	1
200 W Evelyn at Frances/Train Station	Bus Stop	1
1131 N Fair Oaks Avenue	Bus Stop	1
1006 W Knickerbocker Drive	Sidewalk	1
141 S Taaffe Street	Sidewalk	1
215 E Washington Avenue	Sidewalk	2
505 N Westside and S'Val-Saratoga Road	Sidewalk	2
505 S Westside and S'Val-Saratoga Road	Sidewalk	2
NW Washington and Carroll Street	Sidewalk	2
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
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100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
NE Taaffe Near Post Office	Sidewalk	1
NW Homestead and New Brunswick Avenue	Sidewalk	1
W Hendy Avenue and N Frances Street	Sidewalk	3
674 Kirkland, cross street Ontario Drive	Sidewalk	1

**EXHIBIT C:  
PUBLIC EDUCATION AND OUTREACH  
REQUIREMENTS**

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## **1. General Administration**

The City places the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of Source Reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

1. Prior to the Commencement Date and by October 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual outreach plan to promote the programs performed by Contractor under this Agreement. Each outreach plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 3 of this Exhibit C) will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Contract Manager shall be allowed up to thirty (30) calendar days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.
2. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Manager shall meet up to one (1) time per quarter to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
3. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio television, electronic/ social media, and events to notify Customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be developed and distributed. Contractor shall submit all draft public education materials to City Contract Manager for review and approval at least 45 days prior to when they are needed for distribution.
4. When developing outreach, educational and promotional materials, Contractor shall work with the City to understand goals and objectives, ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. All outreach and educational materials shall be thematically branded with consistent color, font, look and feel; produced in, at a minimum, English, Spanish and Mandarin, as directed by City, when appropriate; and photo-oriented to appeal to varied

language and literacy levels. Materials shall also be made available in digital form, and shall be printed double-sided on 100% recycled and recyclable paper. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft shall be provided to the City Contract Manager for a final review. The draft shall then be sent for printing and distribution.

5. Contractor shall develop and utilize Non-Collection Notices and Courtesy Notices in clear instances of Customer non-compliance, as provided in Section 4.12.2. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive Non-Collection Notices and Courtesy Notices during Collection of materials.
6. Contractor shall develop and maintain a website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download, highlight program successes and provide Diversion statistics.

## **2. Public Education and Outreach Team**

To best achieve the highest possible level of public education and awareness, Contractor has proposed to employ 1 full-time equivalent staff members to coordinate and implement all public education and outreach activities as well as technical assistance in the field required by this Agreement. The public education and outreach staff shall, at a minimum, perform the following tasks:

1. Work to develop partnerships with and incorporate City program and educational activities into Contractor activities, and vice versa;
2. Prepare proposals and presentations to City entities;
3. Participate and represent Contractor in community activities;
4. Oversee Customer satisfaction of all program services, as described in Exhibit B to the Agreement;
5. Coordinate and produce the annual education and outreach plan required by Section 1 of this Exhibit C to the Agreement;
6. Coordinate implementation of the annual public education plan;
7. Perform annual visits to identify the service needs of every Customer, other than Single-Family Customers, by conducting "Diversion opportunity assessments" of Customer locations and facilities;
8. Manage follow-up Diversion opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review;
9. Provide all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and Diversion activities.
10. Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each Commercial and Multi-Family Customer who will serve as a primary contact and advocate for Diversion programs within the Customer's organization;
11. Assist in planning service needs for special events and Large Venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,



12. Create and distribute reports as required under this Agreement and/or requested by Agency Contract Manager.

### **3. Annual Budget**

In addition to staffing expenses, Contractor shall spend no less than \$80,500 for the public education and outreach services described in this Exhibit C.

### **4. Sector-Specific Activities**

The following tables present the public education and outreach activities to be performed by Contractor each Contract Year as minimum requirements under this Agreement, as proposed by Contractor in Contractor's Proposal. Each Customer Type faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall use the City's targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

## Public Education and Outreach | All Sectors

*All printed materials also to be posted to the Company's website.*

The following general public education and outreach materials shall each be produced for the benefit of all Customer Types that receive Collection service from the Contractor.

Activity	Description	Distribution/Frequency
Newspaper Advertisements	Prepare and distribute newspaper advertisements, or other City approved format, that identify holiday Collection schedules for Thanksgiving, Christmas and New Years as well as a Spring/Fall advertisement that explains all upcoming events during that time period.	One Postcard will be mailed out in November to show Thanksgiving, Christmas and New Year's schedule. One ad in spring and one ad in fall for the Spring/Fall events.
Truck-Side Advertising	Contractor shall, on a quarterly basis and based on City-developed campaign, implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Each campaign should be coordinated, in terms of both message and timing, with City. Contractor shall produce and install truck-side signage for each side of each vehicle it operates in performing services under this Agreement.	Quarterly.
SB 1383 Container Notice	At least two (2) weeks prior to providing Customers with SB 1383-compliant Containers, Contractor shall send affected Customers City-approved notices describing when and why the Container swap out will happen. Such notices shall include information about new SB 1383 compliant labels, if applicable and as described under Exhibit K.	As needed.

## Public Education and Outreach | Single-Family & Townhouse Education and Outreach Activities

*All printed materials also to be posted to the Company's website.*

Activity	Description	Distribution/Frequency
HOA Visits	Visit homeowner associations to promote and explain the Recycling programs included in this Agreement.	At City Contract Manager or Customer request.
Corrective Action Notices	Produce a Single-Family Customer oriented Non-Collection Notice, and Courtesy Notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers. Content to be discussed with City prior to production and reviewed after development and before printing.	As needed.
Holiday Collection Schedule Notification postcard	Provide written notification to all Single-Family Customers advertising holiday Collection schedule changes. The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) calendar days prior to event via direct mail.
Website	Contractor shall continue to provide a "Single-Family Customer" section of its website where it will present Customers with "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Single-Family Customers with links to click on for additional resources. All other Single-Family educational materials shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Single-Family Customers within the City.	At least thirty (30) calendar days prior to Commencement Date.  Updated no less than quarterly.

## Public Education and Outreach | Multi-Family Education and Outreach Activities - EXAMPLE

All printed materials also to be posted to the Company's website.

Description	Purpose	Distribution/Frequency
<p>SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Assessments</p>	<p>Starting in August 2021, each Multi-Family Premises will be sent a letter from the Contractor informing them of the requirements of SB 1383 and be given a timeline for implementation. Contractor will begin contacting and meeting with each and every Multi-Family Premises starting in October of 2021 to ensure all complexes have begun the process of implementing Organic Material Collection prior to February 2022. The content of the letter shall be reviewed by City Contract Manager prior to being sent.</p> <p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family complex and meet with the property manager or Owner of Multi-Family Premises to promote Recyclable and Organic Materials Collection and replenish Move-in Kits as needed by each Multi-Family Premises.</p> <p>During initial in-person meeting to assist with SB 1383 Organic Material Collection implementation and then annually thereafter as needed, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, Contamination prevention, and Service Level or frequency modification. During the visits, outreach material will be made available to Manager. Finally, Contractor shall coordinate with Customer service and operations to implement Service Level changes, as needed.</p> <p>Further, Contractor shall enter data in the City's Customer tracking database on a monthly basis that documents Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.</p>	<p>Contact by letter, then in person each and every Multi-Family complex to inform and assist with Organic Material Collection implantation at least once. Provide outreach material specific to SB 1383.</p> <p>Thereafter, offer in-person meetings to each and every Multi-Family complex conducted one (1) time per year, plus follow-up meetings with individual property manager, as needed. Outreach materials for Food Scraps, Recycling and Yard Trimmings Collection will be given to Manager at these annual site visit.</p>

Description	Purpose	Distribution/Frequency
Move-in Kits	Distribute Move-in Kits for property managers and Owners of Multi-Family Premises to provide new tenants. Move-in Kits shall include, at a minimum, a Multi-Family Recycling guide, a move in/move out guide and an In-Home Recycling tote that clearly define the accepted and prohibited materials in the Recycling program. Move-in Kit materials will be developed by the City and digital copies provided to Contractor to print. In-Home Recycling tote will be developed and purchased by Contractor with content approved by City Contract Manager.	Distributed during Diversion opportunity assessments.
Workshops at HOA meetings	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for Customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.	At Customer's request.
Christmas Tree Collection Notification and Collection coordination with Multi-Family property managers	Provide written notification to each Multi-Family property manager/Owner advertising the availability of Christmas tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options (Drop Boxes, loose piles) and set-out requirements for the program. Work with Multi-Family property managers to determine appropriate set-out location for Collection.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.
Website	Contractor shall continue to provide a "Multi-Family Customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Multi-Family Customers with links to click on for additional resources. All other Multi-Family educational materials shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Multi-Family Customers within the City. The website shall also provide property managers of Multi-Family Premises with an opportunity to request "Diversion opportunity assessments" or additional Move-in Kits.	At least thirty (30) calendar days prior to Commencement Date.  Updated no less than quarterly.

## Public Education and Outreach | Commercial Education and Outreach Activities

All printed materials also to be posted to the Company's website.

Description	Purpose	Distribution/Frequency
Recycling Guide	Distribute and/or guide a Customer to an electronic copy of a "Recycling guide" specific to Commercial Customers. This guide will be produced by the City and include information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial programs described in Exhibit B3. A section of the guide addresses proper methods of handling and Disposal of Hazardous Wastes. Digital copies made available to Contractor for printing /distributing electronically.	Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Distribute and/or guide a Customer to an electronic copy of a "how-to" brochure explaining the Recycling Materials Collection programs for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses). Flyer will be developed by City and digital copies provided to Contractor for printing/distributing electronically.	Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Distribute and/or guide a Customer to an electronic copy of a flyer describing the Organic Materials Collection services available and how to prepare Organic Materials for Collection for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses). Flyer will be developed by City and digital copies provided to Contractor for printing /distributing electronically.	Distributed during Diversion opportunity assessments.

Description	Purpose	Distribution/Frequency
<p>SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Waste Assessments</p>	<p>Starting in August 2021, each business that meets the SB 1383 requirements (2cy threshold) will be sent a letter from the Contractor informing them of the requirements of SB 1383 and be given a timeline for implementation of organics Collection program. Contractor will begin contacting and meeting with each and every business starting in October of 2021 to ensure all required sites have begun the process of implementing Organic Material Collection prior to February 2022. The content of the letter shall be reviewed by City Contract Manager prior to being sent.</p> <p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer to promote Recyclable and Organic Materials Collection and replenish Recycling guides and Recycling and Organics posters as needed by each Customer.</p> <p>During initial in-person meeting to assist with SB 1383 Organic Material Collection implementation and then annually thereafter as needed, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, Contamination prevention, and Service Level or frequency modification. Finally, Contractor shall coordinate with Customer service and operations to implement Service Level changes, as needed.</p> <p>Further, Contractor shall enter data in the City's Customer tracking database on a monthly basis documenting Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.</p>	<p>Contact by letter, then in person each and every business to inform and assist with Organic Material Collection implantation. Meet up to two times before February 22 and if not compliant, issue non-compliance notice on or after February 22, 2022.</p> <p>Annually thereafter, offer one (1) time during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.</p>



Description	Purpose	Distribution/Frequency
Recycling and Organics Posters	Distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program. Posters will be developed by City and digital copies provided to Contractor to print and laminate.	Distributed during Diversion opportunity assessments.
Corrective Action Notices	Produce a Commercial and Multi-Family Customer oriented corrective action notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers. The City Contract Manager to approve all content of notice prior to printing.	As needed.

## Public Education and Outreach | Schools

*All printed materials also to be posted to the Company's website as well as links to teacher resources.*

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Assessment	Offer on-going technical assistance to schools subscribing to Contractor's services, including performing annual waste assessments, calculating Diversion rates, determining if there is adequate space for additional Food Scraps, Yard Trimmings or Recycling Containers in enclosures, recommending size and frequency of service for new Containers to schools and communicating the results to the City to improve existing school Recycling and Organics programs.	Offered to schools Upon Request.
Recycling Truck visits during school presentations	Provide a Recycling truck at schools during presentations given by City.	At City Request.

## Public Education and Outreach | Special Events

*All printed materials also to be posted to the Company's website as well as links to teacher resources.*

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall assist City when requested, to staff an exhibit booth and distribute promotional and educational materials at special events.	All special events listed in this Agreement.  Other events at Customer request.
Event Collection Stations	Develop signage for Event Collection Stations that will be inserted into sign holders on top of each Container and the front of each Container that provides information about what can be recycled. City Contract Manager to approve content before printing.	Used at each event.

**EXHIBIT D:  
REPORTING REQUIREMENTS**

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Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data to be used, among other things to:

1. Track and evaluate provisions of Customer service.
2. Provide support for, and to determine, Contractor's Compensation.
3. Evaluate operational efficiency.
4. Evaluate status of, and progress towards meeting, programmatic requirements.
5. Provide necessary information and metrics for City use in fulfilling reporting requirements under Applicable Law.
6. Determine needs for adjustment to programs.
7. Determine Customer compliance with key regulatory requirements, including, but not limited to, AB 341, AB 1826, and SB 1383.

Report requirements are arranged in subgroupings and by the order they appear in the Agreement, without relation to relative importance.

City acknowledges that Contractor's ability to provide data in the various forms described in Exhibit D may be functionally limited by the software then in use to share data between the Parties. Should this occur, Contractor shall document such limitations for discussion with the City Contract Manager to determine how best to address City reporting needs within those limitations.

## **1. Monthly Report Content**

In accordance with Section 6.2, Contractor shall provide the following information to City monthly in a format approved by City Contract Manager.

### **A. Collection and Tonnage Report**

1. Computerized scale records as obtained from Approved Facility(ies), and audited by Contractor in accordance with Section 3.2.
2. Production data, including Tonnage of Discarded Material Collected by Route, by Working Day, or by worker-hour.
3. Bulky Items and Reusable Materials Tonnage Collected by Customer Type.
4. Labor allocation information (e.g., amount of time spent on-route and off-route for drivers).
5. Tons of each type of Discarded Material Collected per route, by Working Day, and per worker-hour.

6. Number of Containers currently in inventory and under order pending delivery, by type and size, with changes from the previous month.
7. Written description of any Contractor-initiated changes to Residential routes from the previous month.
8. All property and personal injury damage claims outstanding during the month, and their status.
9. Any changes in permit and/or regulatory status at any Contractor facility.
10. Summary of fueling station use, including total amount of fuel per route vehicle.

**B. Contractor Billing Report**

1. Identify new Customers billed by Contractor during previous month.
2. Provide a statement detailing Gross Receipts for Customers billed by Contractor.
3. In accordance with Section 6.3, provide a report for Customer accounts reviewed in the billing audit.

**C. Customer Report**

1. Number of Customers by Customer Type, Route, and Discarded Material subscription type.
2. Number and type of accounts served by route.
3. Number of locations and Containers Collected at City facilities, City parks, and schools.

**D. Customer Service Report**

1. In accordance with Section 4.12.1.D, total number of Customer calls received, total number of Customer calls that hang up, total number of Customer calls placed on hold, and the duration of time that each Customer call is placed on hold.
2. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.). Contractor shall compile and provide a summary statistical table and / or graph of its Complaint log. City may review this report and audit selected items on a sample basis.
3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities, presented in a graphic format.
4. Provide status of Recycling and Organic Material participation by Multi-Family Customers and complexes. Contractor to suggest a format for City review and approval.

5. Provide status of Recycling and Organic Material participation by Commercial Customers. Contractor to suggest a format for City review and approval.

#### **E. SB 1383 Report**

1. **SB 1383 Complaints.** In accordance with Section 4.8, provide a summary of the total number of SB 1383 non-compliance Complaints that were received and investigated, including the date of Complaint receipt and investigation; the number of Notices of Violation issued based on investigation of those Complaints; and a list of all Customer Complaints that have not been resolved, in accordance with Section 4.8 of the Agreement.

#### **F. Pilot and New Programs Report**

For each pilot and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

#### **G. Other Data Submittals**

1. **Special Events.** In accordance with Section 4.7.F, provide all reports submitted to City Contract Manager in previous month for special events as listed in Section 4.7.I.
2. **Spillage.** In accordance with Section 5.3.K, document instances of repeated spillage for which a Customer is directly responsible.
3. **Illegal Dumping.** Document Customer addresses at which Collection vehicle drivers observe that Discarded Materials are accumulating and are not being delivered for Collection, or which Discarded Materials have been dumped in an apparently unauthorized manner.

### **2. Quarterly Report Content**

In accordance with Section 6.2, Contractor shall provide the following information to City Contract Manager quarterly in a format approved by City Contract Manager. Quarterly reports shall be cumulative, include information for each month of the quarter, with totals and averages as applicable, and provide the previous quarters from the applicable Fiscal Year.

#### **A. Collection and Tonnage Report**

1. Units of Used Oil jugs, Used Oil Filters, E-Waste, U-Waste.
2. For the 1<sup>st</sup> and 3<sup>rd</sup> quarterly reports, the number of Containers currently in inventory and under order pending delivery, by type and size, with changes from the previous six month period.

#### **B. Customer Billing Report**

1. Provide a list of Customers billed by Contractor that are forty-five (45) or more calendar days past due and include the following information for each delinquent account: name; service address;



contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt including date of such attempt(s).

**C. Customer Report**

1. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and Commercial Customer.
2. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
3. Number of Customers, as applicable, subscribing to each City approved service waiver by Customer Type.
4. Number and type of on-call services initiated by Contractor, in accordance with Section 4.12.1.
5. A summary list of Customers with uncommon service location agreements, in accordance with Section 5.3.E.

**D. Customer Service Report**

1. Number of new service requests for Customer billed by Contractor.
2. Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.) as described in Section 4.12.2.
3. Number of Courtesy Collections summarized by the reason for leaving a Courtesy Notice (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.), including the Customer address, and material type for which the Courtesy Collection was performed, as described in Section 4.12.2.
4. Number and type of work orders proactively submitted by Contractor, in accordance with Section 5.6.I.
5. Number of hits and unique visitors to the Contractor's website.

**E. SB 1383 Report**

1. **SB 1383 Compliance Monitoring and Enforcement.** In accordance with Section 4.8, provide the following information regarding Contamination monitoring and enforcement:
  - a. The total number of Hauler Route reviews conducted pursuant to Section 4.8 of the Agreement.

- b. The number of inspections conducted by type for Commercial Edible Food Generators and Commercial Businesses.
  - c. A copy of written and/or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted pursuant to Section 4.8 of the Agreement.
  - d. The number of Multi-Family and Commercial Businesses that were included in a compliance review performed by the Contractor, as described in Sections 4.8 and 4.10, and the number of violations found and corrected through compliance reviews, if different from the number reported in subsection H.6 of this Section, including a list with each Generator's name or account name, address, and Generator type.
  - e. The total number of Notices of Violation issues, categorized by type of Generator
  - f. The number of enforcement actions that were resolved, categorized by type of Generator.
  - g. Copies of all written notices, violations, educational materials, or other enforcement mechanisms issued to noncompliant Generators.
2. **SB 1383 Contamination Monitoring Report.** In accordance with Section 4.8, provide the following information regarding Contamination monitoring Hauler Route reviews:
- a. The number of Hauler Route reviews conducted pursuant to Section 4.8 of this Agreement;
  - b. Description of the Contractor's process for determining the level of Contamination;
  - c. Summary report of Non-Collection Notices issued, which for each notice shall include the date of issuance, Customer name, and service address;
  - d. A record of each inspection and Contamination incident, which shall include, at a minimum:
    - (I) Name of the Customer.
    - (II) Address of the Customer.
    - (III) The date the Contaminated Container was observed.
    - (IV) The staff who conducted the inspection.
    - (V) The total number of violations found and a description of what action was taken for each.
    - (VI) Copies of all notices, and enforcement orders issued or taken against Generator with Prohibited Container Contaminants.
    - (VII) Any photographic documentation, preferably photographic, or supporting evidence;

- e. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;
  - f. A list of all Customers assessed Contamination Fees, pursuant to Sections 4.12.2 of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the Contamination processing fee, and the total number of instances Contamination processing fees were assessed in the month and the total amount of fees collected in the month; And,
  - g. Any other information reasonably requested by the City or specified in Contamination monitoring provisions of this Agreement.
3. **SB 1383 Waste Composition Studies Report.** In accordance with Section 4.8, should the City elect to pursue a performance-based SB 1383 compliance approach, City Contract Manager, Approved Facility operator, and Contractor shall meet and confer to determine how best to provide the following information or similar information regarding waste composition studies conducted under City direction, and for which Contractor may or may not be directly involved:
- a. A description of the process for conducting waste evaluations;
  - b. Documentation of the results of the waste evaluation studies and the number of resulting targeted Hauler Route reviews. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were collected, and number of Generators on those Hauler Routes; the source sector (Customer Type) of the material (Single-Family, Multi-Family, or Commercial); number of samples collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and any photographic documentation taken or other physical evidence gathered during the process;
  - c. Copies of all notices, and enforcement actions issued or taken against Generators that have Prohibited Container Contaminants;
  - d. Documentation of the number of loads or Containers Disposed of due to observation of Prohibited Container Contaminants, including the total weight of material disposed, and proof of consent from the City to dispose of such material if given in a form other than this Agreement; and
  - e. Any other information reasonably requested by the City or specified in Contamination monitoring provisions of this Agreement.
4. **SB 1383 Edible Food Generator Report**
- a. In accordance with Section 4.8, provide the total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the City.

b. In accordance with Section 4.8, provide the number of Commercial Customers participating in the Edible Food recovery program.

5. **SB 1383 Customer Waivers Report.** In accordance with Section 4.8.5, provide the number of waiver reverifications performed by the Contractor by month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: the Customer's name, address, and Customer Type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall identify any Customers for which the Contractor concludes a waiver is no longer warranted.

#### **F. Pilot and New Programs Report**

No additional quarterly reporting required.

#### **G. City Services Report**

1. City facility report documenting the volume of service by Service Type received by each City Facility.
2. Updated versions of each table in Exhibit B5 for programs provided to the City as described in Exhibit B5.

#### **H. Education and Outreach Report**

1. Provide a status report of Contractor's actual activities completed and budget expended compared to the annual public education plan and budget developed pursuant to Exhibit C. For each completed item, document the results including what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan.
2. Summarize the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
3. Dates, times, and group names of meetings and events attended.

#### **I. Other Data Submittals**

1. **C&D Collection.** In accordance with Section 4.5 and Exhibit B-3, Contractor shall separately document the following information for each Commercial Customer:
  - a. Tonnage of C&D delivered to each Approved Facility; and

- b. To extent that upon City direction C&D material is delivered to a facility other than the Approved Facility, calculation of the project-specific Diversion level, including C&D Transported to a City-approved facility other than the Approved Facility (Tons of C&D Recycled, Reused, or salvaged divided by Total Tons of C&D Collected).

Upon City direction, Contractor shall utilize a C&D software system to track and report such C&D data. Contractor shall provide each Customer with documentation necessary for the Customer to meet the requirements of the City's C&D ordinance.

2. **Safety Training.** In accordance with Section 5.7.F, provide documentation of employee safety training.
3. **Roster of Employees.** In accordance with Section 5.7.L, Contractor shall submit a roster of its employees. The roster shall be submitted in the quarter one (1) and quarter (3) quarterly reports.

### **3. Annual Report Content**

In accordance with Section 6.2, Contractor shall provide the following information to City Contract Manager annually in a format approved by City Contract Manager. Annual reports shall be cumulative, with information from each previous quarter from the applicable Fiscal Year, and with totals and averages as applicable.

- A. **Summary Assessment.** Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective with regard to how well the program is operating in terms of efficiency, economy, effectiveness in meeting all the goals and objectives of this Agreement, including, but not limited to, regulatory compliance. Provide recommendations and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by its Affiliates.
- B. **Vehicle Inventory.** Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31. In accordance with Section 5.4.A, provide copies of proofs of purchase of all vehicles, DMV registrations, and vehicles' insurance for all vehicles used in performing services under this Agreement.
- C. **Vehicle Information.** In accordance with Section 5.4.E, provide vehicle tare weights and the date of weighing for each Collection vehicle used for provision of service under this Agreement. Also, as provided in Section 5.4.A, include the following information for each Collection vehicle:
  1. Route assignment (or "Spare");
  2. Fleet vehicle number (SSWR #);
  3. Contractor Department Number (e.g., 100, 200);
  4. Vehicle number (SMaRT #); and

5. Vehicle type (roll-off, Commercial front-end loader, Residential-split Solid Waste/Food Scraps, Residential-split Recyclable Materials).
- D. **Vehicle Cleaning and Painting.** In accordance with Section 5.4.I, provide records of vehicle cleaning and painting by department, vehicle, and date.
- E. **Approved Facility Plastic Bag Allowance.** In accordance with Section 4.3, written notification that the Approved Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers Food Scraps.
- F. **Fleet Planning.** In accordance with Section 5.4.B, provide a status report that documents Contractor's Collection vehicle fleet fuel status and planning in the transition from use of compressed natural gas (CNG) to renewable natural gas (RNG) to electric vehicles.
- G. **Training.** In accordance with Sections 5.7.F, provide the most recent version of its safety policy and safety training program. In accordance with Section 5.7.J, provide Contractor employee training records.
- H. **Environmentally Preferable Purchasing Policy.** In accordance with Section 5.10, describe Contractor's environmentally-preferable purchasing activities.
- I. **Reusable Material Collection.** Provide a summary of the Reusable Material Collection and disposition services as provided for in Section 4.6.
- J. **Insurance and Bond.** In accordance with Sections 9.2 and 9.3, provide current renewal certificates of insurance and of performance bond as applicable, and required endorsements to demonstrate proof of the required coverage throughout the Term.

**EXHIBIT E:  
DETERMINATION OF PROJECTED ACTUAL COSTS  
OF OPERATIONS**

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**1. Corroboration of Actual Costs (Incurrence and Categorization)**

- A. Corroboration of actual costs (incurred and categorized).
1. Contractor's financial statement for the most recently completed year will be reviewed to determine Contractor's costs for each of the categories itemized in Section 8.3. City will determine that costs have actually been incurred and have been assigned to the appropriate category.

**2. Adjustment of Actual Costs**

- A. City may adjust the actual costs in two ways:
1. To exclude any non-allowable costs, set out below; and
  2. To exclude and/or reduce any costs which were not reasonably and necessarily incurred in the performance of the services, in accordance with this Agreement. (for example, labor and equipment costs associated with the addition of routes beyond those approved through the Contractor Payment process unless agreed to in advance in writing by the City Contract Manager).
- B. Costs that are non-allowable or specifically limited consist of the following:
1. Promotional, entertainment and travel expenses, unless authorized in advance by the City Contract Manager.
  2. Payments to repair damage to property of third parties or City for which Contractor is legally liable.
  3. Fines or penalties of any nature.
  4. Liquidated Damages assessed under Section 10.6 of this Agreement.
  5. Federal or State income taxes.
  6. Charitable or political donations.
  7. Rental or lease charges for Collection vehicles unless specifically required by this Agreement and authorized in advance by the City Contract Manager.
  8. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which City and Contractor are adverse Parties, unless Contractor is the prevailing Party in such proceeding.
  9. Accounting and/or legal expense related to tax return preparation, or succession planning.

10. Costs relating to the acquisition of Contractor and the subsequent liquidation, dissolution or merger of Contractor or any Affiliate and the assignment of this Agreement, including additional depreciation that results from the revaluation of Contractor's assets for financial or tax accounting purposes, goodwill associated with the acquisition, and acquisition costs.
  11. Payments that relate to the termination of employment, including expenditures for expenses, claims, judgments, settlements, contract buyout payments, and severance payments, of any of the following persons:
    - a. officer,
    - b. shareholder,
    - c. management employee,
    - d. employees who are present spouses, former spouses, siblings, uncles, aunts, cousins, nieces or nephews of present or former officers, shareholders or management employees; and/or
    - e. agent.
  12. Profit on interest.
  13. Payments to directors and/or Owners of Contractor in excess of \$1,038,957 per Contract Year (such amount to be adjusted by Index CPI #9240 annually commencing with the fifth Contract Year), as shown on Exhibit E2 Directors/Owners Compensation and Exhibit G2.
  14. Facility rent charges in excess of \$800,000 per Contract Year (such amount to be adjusted by Index PPI #9340 annually commencing with the fifth Contract Year), as shown in Exhibit G2.
  15. Full-time Outreach and Education Specialist position will be reviewed during annual compensation reviews to determine the continued need for the position or the removal of the position.
- C. The costs resulting from adjustments to exclude non-allowable costs and costs that were not reasonably and necessarily incurred are:
1. Adjusted Allowed Labor-Related Costs;
  2. Adjusted Allowed Vehicle Related Costs;
  3. Adjusted Allowed Other Costs;
  4. Adjusted Allowed Net Interest and Depreciation Costs
- D. Sale or lease of assets. Contractor must sell or lease assets no longer used in City to provide services under this Agreement in an arm's length transactions for no less than fair market value. Parties shall confer in advance of asset sale, and City shall provide direction regarding determination of "fair

market value", and the level and type of Contractor effort and documentation required to identify opportunities to sell assets at fair market value. Failure to comply with this requirement may result in Contractor obligation to provide City with credit against its compensation for the full fair market value.

The gain or loss on sold assets will be subtracted from or added to, as the case may be, "Projected Other Costs", and will be based upon the difference between the stated value Contractor previously used for purposes of determining Depreciation Expense as provided in this Exhibit below, and documentation satisfactory to City on the sale price. The lease revenue payments on Solid Waste assets will be based upon documentation satisfactory to the City Contract Manager.

- E. Fuel vendor payments. Payments from fuel vendors to Contractor under the fuel contracts approved by the City Manager.
- F. Sum = "Projected Other Costs for Contract Year". The projected insurance costs, Franchise Fees, and loss on sold assets will be added to the calculation of other projected costs and gains on sold assets will be subtracted from the calculation of other projected costs. Lease revenue payments on leased assets will be added to that calculation. The result is "Projected Other Costs for Contract Year".
- G. Reconciliation plus Projection of Net Interest, Depreciation, and Insurance Expense.
  - 1. Net Interest Expense (reconciled actual) plus projected). Net Interest Expense will be projected based on:
    - a. Current debt amortization schedules as they exist at the time of submission of the Request for Calculation of Contractor's Payment plus
    - b. Projected interest expense on new acquisitions during the previous and current Contract Year.
  - 2. Depreciation Expense (reconciled actual plus projected). Depreciation expense will be calculated by:
    - a. Dividing the actual purchase price of the assets by the useful operating life of each such asset listed on Contractor's fixed assets schedule at the time of submission of the Request for Calculation of Contractor's Profit, plus
    - b. Projected depreciation expense on new acquisitions during the previous and current Contract Year.
  - 3. Insurance Expense (reconciled actual plus projected). Insurance expense will be calculated by:
    - a. Reconciling the previous Contract Year's projected insurance expense with the previous Contract Year's actual insurance expense plus
    - b. Increase in projected insurance expense based on an invoice for the coming Contract Year.

## EXHIBIT E

### DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

For purposes of this calculation, assets are deemed to have the following useful lives, if Contractor owned and operated the assets within City in connection with services provided under this Agreement:

<u>Asset</u>	<u>Useful Life</u>
Office equipment (including Computers); repair equipment	5 years
Boom, maintenance container and pickup trucks	7 years
All other rolling stock, Bins, Containers, except for twelve years for Yard Trimmings carts*	10 years
Real property and improvements	30 years

\*Trucks will have a useful life of 12 years, but shall be depreciated over 10 years. Yard Waste Containers shall have a useful life of 15 years, but shall be depreciated over 10 years.

4. Sum of (1) – (3) = "Projected Net Interest, Depreciation, and Insurance"..

Examples of the computations described in this subsection are shown in Table F Interest Expense Allocation by Department (Net Interest Expense), Table E Depreciation Expense By Department (Depreciation Expense) and Tables G - J (Insurance Expense) as shown in Exhibit E1 Reconciliation and Projection Examples. These calculations are from Fiscal Year 2020/2021 and are provided solely for computational clarity.

5. Sum of (1) - (4) = "Projected Annual Costs of Operations" The sum of Projected Labor-Related Costs, Projected Vehicle Related Costs, Projected Other Costs, and Projected Net Interest, Depreciation and Insurance equal "Projected Annual Costs of Operations for the prior Contract Year".

### 3. Escalation/Projection of Adjusted Allowed Costs.

#### A. Definitions

"Annual Percentage Change" means the annual percentage change in any of the indices defined below calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available 12-month period of the then-current Contract Year minus the Average Index Value for the corresponding 12-month period of the most-recently completed Contract Year and the result of which shall be divided by the Average Index Value for the same 12-month period of the most recently completed Contract Year.

## EXHIBIT E

### DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

The calculated Annual Percentage Change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths.

B. "Average Index Value" means the sum of the monthly index values during the most recently available 12-month period divided by 12 (in the case of indices published monthly) or the sum of the bi-monthly index values divided by 6 (in the case of indices published bi-monthly).

Adjusted Allowed Labor-Related Costs:

1. Escalation of Labor-Related Cost: (#9240 San Francisco/Oakland/Hayward Consumer Price Index Urban Wage Earners and Clerical Workers Index, CWURS49BSA0) = "Projected Labor-Related Costs"
  2. Projected Workers Compensation and Employee Health Insurance (quotes, *etc.*)
- C. Escalation of Adjusted Allowed Vehicle-Related Costs= "Projected Vehicle-Related Costs"
1. Escalation of Fuel
    - a. Cost of diesel, gas and oil: (#2515 05- 73-02-01 Producer Price Index #2 Diesel Fuel, WPU057303)
    - b. Cost of Compressed Natural Gas (#2515 05-51 Producer Price Index Residential Natural Gas, WPU0551)
  2. Escalation of other vehicle costs (#9340 Producer Price Index Industrial Commodities, WPU03THRU15)
  3. Sum= "Projected Vehicle-Related Costs"
- D. Escalation and Projection of Other Costs
1. "Projected Other Costs"
    - a. Projected insurance costs (based on quotes *etc.*)
    - b. Sale or lease of assets, as described in Section 2.D.
    - c. Franchise Fees, as negotiated between City and Contractor.
    - d. Escalation of other costs (#9340 Producer Price Index Industrial Commodities, WPU03THRU15).
    - e. Sum= "Projected Other Costs"
- E. Reconciliation Plus Projection of Net Interest and Depreciation Expense

- E. Reconciliation Plus Projection of Net Interest and Depreciation Expense
  - 1. Net Interest Expense (reconciled actual plus projected)
  - 2. Depreciation Expense (reconciled actual plus projected)
  - 3. Insurance Expense (reconciled actual plus projected)
  - 4. Sum = "Projected Net Interest, Depreciation, and Insurance"
- F. Sum of (B) through (E) = Projected Annual Costs of Operations

- **EXHIBIT E1 – RECONCILIATION AND PROJECTION EXAMPLES**
- **EXHIBIT E2 – DIRECTORS/OWNERS COMPENSATION**



**EXHIBIT E1:  
RECONCILIATION AND PROJECTION EXAMPLES**

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TABLE E - DEPRECIATION EXPENSE BY DEPARTMENT

Department	Actual FY 17/18	Actual FY 18/19	Projected FY 18/19	Projected FY 20/21	Reconciliation FY 18/19	Specialty Adj. FY 18/19	City Adj.	Revised FY 20/21
10 - Commercial FEL	\$511,074.94	\$516,834.78	\$542,212.22	\$617,251.56	(\$25,377.44)			\$591,874.12
20 - Commercial Roll-Off	\$150,964.37	\$163,637.64	\$139,758.69	\$176,658.41	\$23,878.95	(\$12,376.50)		\$188,160.86
30 - Residential Collection	\$966,802.99	\$970,063.63	\$1,135,182.55	\$882,712.62	(\$165,118.92)			\$717,593.70
40 - Commercial Recycling	\$87,425.67	\$85,918.52	\$72,313.85	\$3,050.13	\$13,604.67	(\$14,523.74)		\$2,131.06
50 - Yard Waste Recycling	\$241,827.77	\$241,993.97	\$242,840.11	\$245,723.79	(\$846.14)			\$244,877.65
59 - Commercial Food Scraps		\$4,274.98		\$55,625.53				\$55,625.53
70 - Multi-Family Recycling	\$640,781.48	\$643,364.01	\$661,118.42	\$701,042.23	(\$17,754.41)			\$683,287.82
80 - Vehicle Maintenance	\$20,797.96	\$15,438.39	\$47,277.16	\$48,624.44	(\$31,838.77)			\$16,785.67
90 - Container Maintenance	\$40,213.11	\$33,496.31	\$60,017.07	\$41,800.60	(\$26,520.76)			\$15,279.84
00 - Administration	\$36,278.94	\$27,321.97	\$32,914.27	\$34,452.25	(\$5,592.30)			\$28,859.95
<b>Total</b>	<b>\$2,696,167.23</b>	<b>\$2,702,344.20</b>	<b>\$2,933,634.34</b>	<b>\$2,806,941.56</b>	<b>(\$235,565.12)</b>	<b>(\$26,900.24)</b>	<b>\$0.00</b>	<b>\$2,544,476.20</b>

**TABLE F - INTEREST EXPENSE ALLOCATION BY DEPARTMENT**

	Actual FY 17/18	Actual FY 18/19	Projected FY 20/21
Interest Expense	373,944.50	386,373.91	161,894.64
Less Interest Revenues	(\$7,375.99)	(\$10,378.61)	(\$7,962.64)
<b>Sub Total - Interest Expense</b>	<b>366,568.51</b>	<b>375,995.30</b>	<b>153,932.00</b>
FY 18/19 Interest Reconciliation-Increase (Decrease)			\$37,786.80
<b>Net Interest Expense</b>	<b>\$366,568.51</b>	<b>\$375,995.30</b>	<b>191,718.80</b>
	Actual FY 17/18	Actual FY 18/19	Projected FY 20/21
10 - Commercial FEL	\$0.00	\$0.00	\$0.00
20 - Commercial Roll-Off	\$0.00	\$0.00	\$0.00
30 - Residential Collection	\$0.00	\$0.00	\$0.00
40 - Commercial & Industrial Recycling	\$0.00	\$0.00	\$0.00
50 - Yard Waste Recycling	\$0.00	\$0.00	\$0.00
70 - Multi-Family / Curbside Recycling	\$0.00	\$0.00	\$0.00
80 - Vehicle Maintenance	\$0.00	\$0.00	\$0.00
90 - Container Maintenance	\$0.00	\$0.00	\$0.00
00 - Administrative	\$366,568.51	\$375,995.30	191,718.80
<b>Net Interest Expense</b>	<b>\$366,568.51</b>	<b>\$375,995.30</b>	<b>\$191,718.80</b>

**TABLE G - HEALTH & WELFARE EXPENSE BY DEPARTMENT**

<b>Department</b>	<b>Actual FY 17/18</b>	<b>Actual FY 18/19</b>	<b>Projected FY 18/19</b>	<b>Projected FY 20/21</b>	<b>Reconciliation FY 18/19</b>	<b>City Adj.</b>	<b>Revised FY 20/21</b>
10 - Commercial FEL	\$298,347.84	\$299,619.05	\$298,483.92	\$337,781.88	\$1,135.13		\$338,917.01
20 - Commercial Roll-Off	\$66,299.52	\$68,479.44	\$69,929.76	\$75,062.64	(\$1,450.32)		\$73,612.32
30 - Residential Collection	\$667,588.20	\$653,042.49	\$524,473.20	\$713,095.08	\$128,569.29		\$841,664.37
40 - Commercial Recycling	\$63,511.04	\$56,980.20	\$69,929.76	\$75,062.64	(\$12,949.56)		\$62,113.08
50 - Yard Waste Recycling	\$165,748.80	\$174,030.41	\$174,824.40	\$187,656.60	(\$793.99)		\$186,862.61
59 - Commercial Food Scraps				\$37,531.32	\$0.00		\$37,531.32
70 - Multi-Family Recycling	\$154,386.88	\$154,293.74	\$209,789.28	\$262,719.24	(\$55,495.54)		\$207,223.70
80 - Vehicle Maintenance	\$232,048.32	\$239,678.04	\$244,754.16	\$262,719.24	(\$5,076.12)		\$257,643.12
90 - Container Maintenance	\$118,656.64	\$131,295.26	\$139,859.52	\$150,125.28	(\$8,564.26)		\$141,561.02
00 - Administration	\$0.00	\$415,848.18	\$429,252.36	\$457,639.32	(\$13,404.18)		\$444,235.14
<b>Total</b>	<b>\$1,766,587.24</b>	<b>\$2,193,266.81</b>	<b>\$2,161,296.36</b>	<b>\$2,559,393.24</b>	<b>\$31,970.45</b>	<b>\$0.00</b>	<b>\$2,591,363.69</b>

**TABLE H - WORKERS COMPENSATION EXPENSE BY DEPARTMENT**

<b>Department</b>	<b>Actual FY 17/18</b>	<b>Actual FY 18/19</b>	<b>Projected FY 18/19</b>	<b>Projected FY 20/21</b>	<b>Reconciliation FY 18/19</b>	<b>City Adj.</b>	<b>Revised FY 20/21</b>
10 - Commercial FEL	\$47,905.90	\$43,131.72	\$75,792.12	\$64,379.35	(\$32,660.40)		\$31,718.96
20 - Commercial Roll-Off	\$13,438.06	\$15,083.22	\$21,564.52	\$20,135.96	(\$6,481.30)		\$13,654.66
30 - Residential Collection	\$54,073.41	\$43,335.86	\$87,986.12	\$71,177.39	(\$44,650.26)		\$26,527.14
40 - Commercial Recycling	\$11,809.52	\$12,203.47	\$17,440.68	\$16,275.82	(\$5,237.21)		\$11,038.61
50 - Yard Waste Recycling	\$26,677.32	\$25,755.20	\$40,885.65	\$30,867.64	(\$15,130.45)		\$15,737.19
59 - Commercial Food Scraps				\$6,173.53			\$6,173.53
70 - Multi-Family Recycling	\$40,342.01	\$38,339.85	\$63,617.61	\$55,583.54	(\$25,277.76)		\$30,305.78
80 - Vehicle Maintenance	\$35,399.74	\$29,881.35	\$50,359.53	\$45,504.45	(\$20,478.18)		\$25,026.27
90 - Container Maintenance	\$16,972.07	\$14,025.77	\$36,801.76	\$24,496.74	(\$22,775.99)		\$1,720.75
00 - Administration	\$42,523.69	\$37,544.94	\$88,340.02	\$56,242.59	(\$50,795.08)		\$5,447.51
<b>Total</b>	<b>\$289,141.72</b>	<b>\$259,301.38</b>	<b>\$482,788.01</b>	<b>\$390,837.00</b>	<b>(\$223,486.63)</b>	<b>\$0.00</b>	<b>\$167,350.40</b>

**TABLE I - VEHICLE INSURANCE EXPENSE BY DEPARTMENT**

<b>Department</b>	<b>Actual FY 17/18</b>	<b>Actual FY 18/19</b>	<b>Projected FY 18/19</b>	<b>Projected FY 20/21</b>	<b>Reconciliation FY 18/19</b>	<b>City Adj.</b>	<b>Revised FY 20/21</b>
10 - Commercial FEL	\$30,393.00	\$33,554.77	\$30,537.00	\$42,120.00	\$3,017.77		45,137.77
20 - Commercial Roll-Off	\$13,508.00	\$14,602.04	\$13,572.00	\$23,400.00	\$1,030.04		24,430.04
30 - Residential Collection	\$40,524.00	\$42,755.85	\$40,716.00	\$51,480.00	\$2,039.85		53,519.85
40 - Commercial Recycling	\$16,885.00	\$18,252.55	\$16,965.00	\$23,400.00	\$1,287.55		24,687.55
50 - Yard Waste Recycling	\$25,282.48	\$18,555.06	\$20,358.00	\$28,080.00	(\$1,802.94)		26,277.06
59 - Commercial Food Scraps				\$4,680.00	\$0.00		4,680.00
70 - Multi-Family Recycling	\$33,770.00	\$36,505.10	\$33,930.00	\$51,480.00	\$2,575.10		54,055.10
80 - Vehicle Maintenance	\$6,440.76	\$6,555.51	\$5,771.00	\$9,703.00	\$784.51		10,487.51
90 - Container Maintenance	\$7,364.26	\$8,847.96	\$7,189.00	\$10,362.00	\$1,658.96		12,020.96
00 - Administration	\$6,772.53	\$8,406.42	\$6,985.00	\$9,200.00	\$1,421.42		10,621.42
<b>Total</b>	<b>\$180,940.03</b>	<b>\$188,035.26</b>	<b>\$176,023.00</b>	<b>\$253,905.00</b>	<b>\$12,012.26</b>	<b>\$0.00</b>	<b>265,917.26</b>

**TABLE J - LIABILITY INSURANCE EXPENSE BY DEPARTMENT**

<b>Department</b>	<b>Actual FY 17/18</b>	<b>Actual FY 18/19</b>	<b>Projected FY 18/19</b>	<b>Projected FY 20/21</b>	<b>Reconciliation FY 18/19</b>	<b>City Adj.</b>	<b>Revised FY 20/21</b>
10 - Commercial FEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
20 - Commercial Roll-Off	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
30 - Residential Collection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
40 - Commercial Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
50 - Yard Waste Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
70 - Multi-Family Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
80 - Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
90 - Container Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
00 - Administration	\$224,929.35	\$220,291.27	\$208,183.00	\$262,183.00	\$12,108.27		\$274,291.27
<b>Total</b>	<b>\$224,929.35</b>	<b>\$220,291.27</b>	<b>\$208,183.00</b>	<b>\$262,183.00</b>	<b>\$12,108.27</b>	<b>\$0.00</b>	<b>\$274,291.27</b>



**EXHIBIT E2:**  
**DIRECTORS/ OWNERS COMPENSATION**

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**EXHIBIT E2 Directors / Owners Compensation**

**BAY COUNTIES WASTE SERVICES, INC.  
dba Specialty Solid Waste and Recycling**

BCWS has stated that total owner/senior management allocated compensation will not exceed \$1,038,957.00 for the initial Rate Period, with subsequent cost of living adjustments annually commencing with the fifth Rate Period.

In addition to the four key positions referenced above, BCWS has available to them the resources of highly qualified individuals from the respective member companies. It is management's intent to utilize specific expertise, which will benefit both the City and BCWS. It is our intent to provide compensation to such individuals, for specific time worked.

There will be no compensation paid to any individuals on an absentee basis. We intend to fund all owner-related "labor" contributions to the Sunnyvale operation from the total owner compensation allotment of \$1,038,957.00.

This arrangement provides BCWS the availability of "area experts" in areas such as yardwaste collection, computer technology, shop maintenance, equipment purchasing, etc. Additionally, the Operations Officer will also serve as Route Supervisor, which far exceeds those responsibilities currently included at Specialty. This overall owner / senior management compensation allotment does not exceed the current Specialty allocation, and we would expect to pay for such position responsibilities.

**EXHIBIT F:  
PERFORMANCE STANDARDS AND LIQUIDATED  
DAMAGES**

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City wishes to establish standards of performance under the Agreement in each of the five (5) "Performance Areas" listed below. The City Contract Manager may monitor Contractor's performance in each of those areas based on the "Specific Performance Measures" within that performance area. If the City Contract Manager determines that Contractor has failed to meet the performance standard established for any "Specific Performance Measure", the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

### 1. Performance Area: Service Quality and Reliability

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies.	Five or fewer occurrences per calendar year	\$300/Event
2.	Failure to Return Empty Container	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright with lids closed.	Fifteen or fewer occurrences per calendar year	\$50/Event
3.	Failure to Replace Used Oil Recovery Kit	Failure to leave a clean Used Oil Recovery Kit following Collection of a full Used Oil Recovery Kit	Five (5) or fewer occurrences per year	\$150/Event
4.	Failure to Clean Up Spillage	Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	Five (5) or fewer occurrences per calendar year	Item 1: \$150/Event

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Damage to Property	Each event of damage to either public or private property as a result of Collection activity sufficient to result in an insurance claim, including without limitation Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	No acceptable failure level	\$300/Event
6.	Damage to Public Streets	Each event of damage to Public Streets within the City caused by Contractor, including tire marks.	No acceptable failure level	\$500/event or actual cost of repair to City's satisfaction if above \$500.
7.	Notification of Injury to Member of the Public	Each failure to notify City Contract Manager within one day following injury to a member of the public sufficient to result in a report to City Department of Public Safety.	No acceptable failure level	\$2,000/event
8.	Failure to Provide/ Utilize Required Vehicles/Equipment	Failure to provide and utilize required vehicles and communications equipment as specified in this Agreement.	No acceptable failure level	\$100/Item/Day
9.	Failure to Obtain Acquisition Pre-Approval or to Provide City Required Vehicle Data	Failure to: (1) Obtain pre-approval of proposed acquisitions of new vehicles or (2) Provide to City vehicle specifications, purchasing costs, taxes, and insurance for purchased, borrowed and reconditioned vehicles within 30 days of purchase, borrow, or reconditioning.	No acceptable failure level	\$500/vehicle/day

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
10.	Unlicensed Vehicle Operator	Failure to have a vehicle operator properly licensed.	No acceptable failure level	\$1,000/Operator/Day
11.	Failure to Display Contractor's Name	Failure to display and maintain visibility of Contractor's name and Customer service phone number, and website on Collection vehicles, Bins and other Containers.	No acceptable failure level	\$100/Instance/Day
12.	Failure to Wear Uniform	Failure to have Contractor personnel in proper uniform.	No acceptable failure level	\$100/Person/Day
13.	Discourteous Behavior	For each occurrence of discourteous behavior of Contractor's employees to a Customer.	None	\$1,000/Event
14.	Inaccurate Billing; Charging Rates not Approved by City	Each Complaint received where the Contractor billed a Customer in error. Inaccurate billing may include either 1) over- or under-charging of the Customer relative to the approved Rates for services, or 2) charging Customer a Rate that is not on the City-approved Rate schedule.	Item 1: Less than five (5) per one thousand (1,000) bills issued.  Item 2: No acceptable level.	Item 1: \$100/Event  Item 2: \$500/Event
15.	Overweight Vehicles	Loading Collection vehicles in excess of State or local weight restrictions.	No acceptable failure level	\$500/Overweight Load
16.	Uncovered Loads	Failure to comply with California Vehicle Code requirements for covering materials in Collection vehicles.	No acceptable failure level	\$500/Uncovered Load

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
17.	Failure to Cure in Timely manner	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in Section 10.2.	No acceptable failure level	\$500/Day
18.	Failure to Perform Other Requirement	Each failure to perform any obligation of the Agreement not specifically stated above.	No acceptable failure level	\$100/Event

## 2. Performance Area: Customer Service

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Route Service and/or Provide Move-in Kits (if required to do so by City)	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the level of service requested by said Customer, within seven (7) Working Days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing Service Levels. This may also include delivering Used Oil Recovery Kits, Move-in Kits, and PRTs to Customers upon request.	Five (5) or fewer per calendar year	\$300/Event
2.	Failure to Exchange Container at Customer Request	Any failure by Contractor to exchange Container within seven (7) Working Days of notification that a change in the size or number of Carts or Bins is required.	No acceptable failure level	\$100/Container/Day



Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
3.	Failure to Replace Damaged Container	Any failure by Contractor to replace a damaged or defaced Container within the timeline required in Section 5.6.	Five or fewer per calendar year	\$100/Container/Day
4.	Failure to Report and/or Resolve Complaint	Any failure to: (1) report Customer Complaints to City Contract Manager as required or (2) neglect by Contractor to resolve each Complaint within the time set forth in this Agreement.	Item 1: Fewer than one (1) per one hundred (100) Complaints  Item 2: No acceptable failure level	Item 1: \$150/Event  Item 2: \$500/Event
5.	Failure to Leave Non-Collection Notices	Failure to leave a Non-Collection or Courtesy Notice for a Customer when Containers are not Collected due to, for example, improper set-out, overflow, lack of access, unsafe conditions, Contamination of contents.	Five (5) or fewer per calendar year	\$300/Event

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
6.	Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is considered to be not answered if the Customer does not speak with a live operator. (A call is considered to be answered if the Customer hangs up or abandons the call following a hold time of less than three (3) minutes.) Any failure to have a Customer service representative answer a phone call within a two (2) minute average for any month and/or for each single caller having to wait more than ten (10) minutes.	Five (5) or fewer per one thousand (1,000) Calls Received Under this Agreement	\$50/Event
7.	Failure to Maintain Office Hours	Failure to maintain office hours as required by this Agreement.	No acceptable failure level	\$100/Event
8.	Provision of Inaccurate Information	Each event of a Customer Service Representative providing inaccurate information in response to a Customer question or Complaint.	No acceptable failure level	\$50/Event
9.	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	Five (5) or fewer per calendar year	\$500/Event
10.	Failure to Conduct Route Audits	Failure to conduct Route Audits as required by this Agreement.	No acceptable failure level	\$150/Event /Day
11.	Failure of Management to Respond to City Query or Request within Required Timeframe(s).	Failure to respond to City query or request within the required timeframe(s) as specified in Section 3.6.	No acceptable failure level	\$500/Day

**3. Performance Area: SB 1383; Diversion**

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Conduct Route Monitoring and/or Sampling	Failure to conduct route monitoring, lid flipping, and/or Container sampling, impeding or preventing the City from providing timely and accurate reporting to the State or to SMaRT partner jurisdictions, as required by Section 4.8 of this Agreement.	No acceptable failure level	\$5,000/Event
2.	Failure to Properly Apply Contamination Protocol as Provided in Section 4.12.2.	Failure to leave City-approved tags for contaminated Containers, and to complete required protocol.	Five (5) or fewer per calendar year	\$250/Event
3.	Failure to Change Container Lids and/or Labeling as Required in Section 4.8.3.	Each failure to change a Container lid and/or label as required in Section 4.8.3.	Five (5) or fewer per calendar year	\$50 per Container
4.	Failure to Perform Education and Outreach Activities	Each individual failure by Contractor to develop, produce, and distribute public education material or perform community outreach activities in the form and manner required under Exhibit C to this Agreement.	No acceptable failure level	\$500/Activity
5.	Failure to Provide Generator Technical Assistance	Each individual failure to provide Generator technical assistance to a Commercial or Multi-Family Customer in the manner required under Section 4.10 to this Agreement.	No acceptable failure level	\$50/Generator

**4. Performance Area: Facilities**

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than an Approved Facility.	No acceptable failure level	\$5,000/load
2.	Mixing Materials During Collection	Each individual Container that is Collected by Contractor in a vehicle or vehicle compartment intended or designated for the purpose of Collecting a different material type (e.g. Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in the Food Scraps compartment of a FoodCycle vehicle, etc.)	Five (5) or fewer per calendar year	\$1,000/Container

**5. Performance Area: Reporting**

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Submit the Report on the Monthly Audit of Billings	For each failure to timely submit the report on the monthly audit of billings as required by Section 4.11.C.	No acceptable failure level	\$500/Each Day Report is Late
2.	Failure to Submit Annual Compensation Application on Time	For each failure to timely submit the annual compensation application as required by Section 8.3.	No acceptable failure level	\$500/Each Day Application is Late
3.	All Other Late Reports	Each occurrence of a report, as required under Exhibit D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	No acceptable failure level	\$250/Report/Day

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
4.	Misleading/ Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or in regard to this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	Errors less than \$5,000 and/or that do not impede or prevent timely and accurate reporting to regulatory agencies or to SMaRT partner jurisdictions; or to the extent based on inaccurate information prepared by City consultants	\$250/Event
5.	Failure to Correct Submittal of Inaccurate Data in a Timely Manner	Failure to correct submittal of inaccurate data within three (3) Business Days (or such other time period as may be agreed to in writing between City and Contractor) of notification by City.	No acceptable failure level	\$500/ Day
6.	Failure to Maintain or Provide Access to Records	Each occurrence of City Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information.	Less than five (5) calendar days after report due date	\$500/Event

By placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor <sup>DS</sup>  
Initial Here: DB

<sup>DS</sup>  
Initial Here: WD

City <sup>DS</sup>  
Initial Here: Larry Klein

**EXHIBIT G:**  
**CONTRACTOR'S PROPOSAL**

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- **EXHIBIT G1 – TECHNICAL PROPOSAL**
- **EXHIBIT G2 – COST BASIS FOR PROPOSAL**
- **EXHIBIT G3 – PROPOSAL REVIEW AND NEGOTIATION DOCUMENTATION**
  - 1. TERM SHEET**
  - 2. FINAL DEAL POINTS**
  - 3. FUELING STATION DETAIL**
- **EXHIBIT G4 – IMPLEMENTATION PLAN AND SCHEDULE**
- **EXHIBIT G5 – APPROVED SUBCONTRACTORS**
- **EXHIBIT G6 – SB 1383 IMPLEMENTATION ASSUMPTIONS**
  - 1. TRUCK PURCHASES**
  - 2. SB 1383 SERVICE ROLLOUT ASSUMPTIONS**



**EXHIBIT G1:  
TECHNICAL PROPOSAL**

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# Sunnyvale



Response to Request for Proposals for  
Single-Source Collection Services



Solid Waste and Recycling

May 15, 2020








May 15, 2020

## Response to Request for Proposal for Single-Source Collection Services

Dear Mr. Jim McHargue,

Please find enclosed our complete response to your Request for Proposals. As you know, Specialty Solid Waste & Recycling (Specialty) has a long and committed relationship with the City of Sunnyvale (City). This proposal is the work of thoughtful and enthusiastic personnel who are dedicated to the continuation of exemplary services with the City. We understand the needs and requirements of the City and that future collection operations will demand innovation, commitment to customer service, investments in environmental sustainability, and enhanced diversion of waste to meet both the requirements of new solid waste legislation, and more importantly the expectations of our City and its customers.

We have integrated our broad proposal topics into the proposal, highlighting areas to demonstrate how these items reinforce our current, expanded and enhanced service programs. We would like to call your attention to some specific items in our proposal for your consideration:

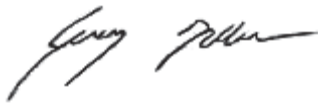
-  Two cost schedules over a 7-year and 10-year contract to provide savings to the City
  - ✓ Additional, innovative, cost saving measures to benefit the City and its customers
-  Direct investment into edible food recovery infrastructure
  - ✓ Above and beyond support for the City to meet the requirements of SB 1383 and improve the health and welfare of the community
-  Continued commitment to best in class technology
  - ✓ Enhanced technology that provides significant improvements to customer service, routing and reporting to the City.
-  Value added subcontractors who have been selected for their experience and subject matter expertise
-  Sustainable fleet and operations program
  - ✓ Commitment to pilot electric garbage collection vehicles as technology becomes available
-  Dedication to customer service and safety
  - ✓ Continued exemplary training and operations program, reinforced by added technology and expert subcontractors.
-  Emergency Collection Services Program
  - ✓ Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.

Please note that our Cost Forms and SB 1383 Compliance element, Section 3.4.8, are considered confidential trade secret information and not subject to Public Records Act disclosure. They have therefore been marked as "Trade Secret Information – Confidential and Proprietary" consistent with guidance received from our legal expert.

I, Jerry Nabhan, have the right to bind the company, as evidenced by the Secretary's Certification provided in Section 6 of this proposal.

We look forward to the future working in lockstep with the City to provide the highest levels of collection services for our customers.

Best regards,

A handwritten signature in black ink, appearing to read "Jerry Nabhan", written in a cursive style.

Jerry Nabhan  
Chief Operating Officer  
Specialty Solid Waste & Recycling

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## 1.0 Technical Proposal Summary

Specialty Solid Waste and Recycling (Specialty) is known in the industry as an early adopter of technology, with a reputation for leadership within the community, has customer service that sets the standard for other companies, and has pride in its commitment to the safety of its personnel and the community. This proposal presents a significant enhancement of its current service offerings that will lead the City of Sunnyvale (City) into the future to meet the next phase of solid waste collection and diversion programs head on.






Specialty has prepared this proposal to fully capture current services and the needed modifications that would allow the City to meet the requirements of SB 1383. Additionally, Specialty has created a reserve fund where \$100,000 will be set aside in year 1 and year 2 as a contingency if additional SB 1383 programs are needed, outside of the scope of this proposal. There are several points that Specialty would like to highlight for the City of Sunnyvale:

### **Enhancement of Services While Remaining Cost Competitive**

Specialty has collected detailed data to thoroughly measure the cost impacts of new programs as requested in the City of Sunnyvale Single Source Collection Services Request for Proposals (RFP). We are committed to continue our partnership with the City of Sunnyvale, with a common goal to provide top notch waste and recycling collection services while keeping in mind costs must be reasonable for the City's residents and businesses. The City and Specialty must be in full compliance with SB 1383. To demonstrate Specialty's commitment to its partnership with the City, all areas of potential cost savings have been explored and summarized here, and in the "Executive Summary" tab of the cost proposal forms (Section 4.0).

Total costs for Specialty (Contractor Compensation), including all proposed programs for compliance with SB 1383 and to enhance services within the City, is estimated to increase 18.3% from the final year of the existing contract, to the first year of the new contract<sup>1</sup>. The increase is reduced further once depreciation is removed from core services, bringing this down to a 15% increase for the first year of the new contract, assuming all services are selected. These highly competitive programs utilize several innovative measures to assist the City in reducing these costs.

These include:

-  A freeze on executive compensation;
-  A freeze on rent charges;
-  A change in credit card vendor for cost savings;
-  No profit on interest charges; and
-  Owner contribution towards an edible food recovery infrastructure.

These items provide a significant savings to the City over the course of the contract amounting to almost \$800,000 over the course of 10-years. To further maximize additional cost saving efforts, Specialty has prepared multiple schedules under the assumption of a 10-year contract and a 7-

<sup>1</sup> This increase assumed a 10-year contract is agreed to. Costs increase by 21% under a 7-year contract term.

year contract. There are several long-term goals that must be achieved by Specialty and the City. A longer contract would be beneficial for both parties to achieve maximum results. Capital costs are generally depreciated over 10-years for the 10-year contract proposal, and 7-years for the 7-year contract proposal. Comparing these depreciation schedules, using present value calculations, we are able to save an additional \$38,131 for every \$1 million of incurred capital costs.

### **Operational Highlights**

In addition to the cost saving innovations, Specialty has provided numerous operational enhancements in the proposal. These include:

#### **Commitment to technological innovation**

- ✓ The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City.
- ✓ The ability for our proposed technology platform, Soft-Pak, to work effortlessly with Recyclist, so the City of Sunnyvale may continue to report AB 341, AB 1826, AB 901, and SB 1383 metrics in actionable and easily understood reports.

#### **Subcontractors to enhance our customer service**

- Subcontractors provide technical expertise in their field to allow Specialty to focus on core business operations.
- Subcontractors have been included to assist in container swap-out and labelling, technical assistance, downtown collection services, and clean-fueling infrastructure and supply.

#### **Sustainable fleet operations**

- Investment in clean-CNG, procurement of RNG, and piloting and transitioning to electric vehicles as technology becomes available

#### **Edible food infrastructure support for Sunnyvale**

- Specialty has proposed providing a one-time investment into the purchase of a collection vehicle to service Tier 1 and Tier 2 vehicles.

#### **Dedication to customer service and safety**

- Specialty has provided a thorough and comprehensive employee training program that focuses on service and safety. Our commitment to our employees and our customers is paramount to our operations.

#### **Disaster response program**

- Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.

Specialty invites the City to review this proposal and looks forward to working collaboratively with the City to provide best in class collection services to the City of Sunnyvale.



## 2.0 Introduction

### 2.1 The Beginnings of Specialty Solid Waste and Recycling

Specialty Solid Waste and Recycling's roots date back to 1927 when it first began collecting materials in the City of Sunnyvale. Originally named Specialty Garbage and Refuse Service, it was incorporated in 1960, and was renamed Specialty Solid Waste and Recycling in 1991 to reflect a business model that focuses on recycling programs and diversion programs. In 1993, Bay Counties Waste Services Inc. (BCWS) took over the operations as Specialty Solid Waste & Recycling<sup>2</sup>.



Specialty's staff remains multi-generational, which maintains its ties all the way back to 1914 when garbage was collected and sorted in open top trucks. This connection to the past allows the company to reflect on the tremendous experience and history represented in the Company's ownership. The open top trucks have long been replaced with a fleet of compressed renewable natural gas trucks that are quiet and clean. Specialty is an active member of The Climate Registry, where we have been voluntarily reporting and third-party verifying our greenhouse gas emissions beginning with a base year of 2002. This reporting has allowed us to look for opportunities to lower our greenhouse gas emissions each year.

### 2.2 Specialty's Historical Highlights

- 🗑️ 1927: Specialty Garbage and Refuse Service begins collection programs in Sunnyvale.
- 🗑️ 1960: Specialty Garbage and Refuse Service is incorporated.
- 🗑️ 1991: The company is renamed to Specialty Solid Waste and Recycling (SSWR). It takes over curbside recycling program and implements a commercial cardboard recycling.
- 🗑️ 1993: Specialty is purchased by Bay Counties Waste Services Inc. and rolled out automated collection vehicles.
- 🗑️ 1994: Residential green waste program begins.
- 🗑️ 1995: Oil filter recycling is added to motor oil residential curbside recycling programs.
- 🗑️ 1996: A two-cart multi-family dwelling (MFD) recycling collection program is implemented for newspaper (fibers) and metal, plastic, and glass containers. Motor oil and oil filter collection are also provided to all MFDs.
- 🗑️ 2000: Residential Co-Collection program is rolled out, which incorporates split body trucks and divided carts.

<sup>2</sup> BCWS was formed November 1992 by partners Pleasanton Garbage Service and South San Francisco Scavenger to acquire Specialty Solid Waste and Recycling. Later, BCWS' Board of Directors took the appropriate action renaming Specialty Solid Waste to Bay Counties Waste Services.

- ♻️ 2001 Specialty begins transitioning the diesel collection vehicles to cleaner burning and more environmentally friendly Compressed Natural Gas (CNG).
- ♻️ 2003 Began hosting Dinner at the Dump which has now raised over half a million dollars, all donated to non-profit organizations in Sunnyvale to help those members with much needed quality of life services.
- ♻️ 2004 Design, Implementation, and use of GPS and RFID technology
- ♻️ 2008 Specialty began Choice Collect which ended unlimited garbage service and transitioned to all 1-man, automated trucks
- ♻️ 2011 Specialty begins tracking their carbon footprint and obtaining verification from the Carbon Registry. Specialty has shown their operations to be 'Net-Zero' greenhouse gas emissions, as defined by the Air Board, since 2002 offsetting between 20 to 30 times their GHG emission each year through recycling.
- ♻️ 2012 Specialty operated a 100% CNG fleet
- ♻️ 2014 Specialty began transition to using Renewable Natural Gas
- ♻️ 2015 Specialty started pilot program collecting Food Scraps from restaurants and commercial sites. This was then expanded to a full Monday through Friday route
- ♻️ 2017: Specialty rolls out the FoodCycle Program that provides divided containers for garbage and food scraps.
- ♻️ 2018 Specialty completed the transition to Renewable Natural Gas – 100% RNG






## 2.3 Specialty's Environmental Accomplishments

Specialty is committed to helping Sunnyvale protect the environment by promoting recycling programs and services to conserve resources. Each month, Specialty collects and sorts 100 tons of recyclable material to give it a second life. To collect these resources, Specialty uses low emissions compressed natural gas vehicles, which emit fewer greenhouse gases than the diesel fuels most collection services rely upon. Additionally, Specialty procures only compressed natural gases that are from renewable sources, and thereby does not contribute to fracking. The total benefit of the programs is a collection fleet that has 53% less greenhouse gases than a typical diesel fleet. Further, Specialty has increased its carbon efficiency of its operations. This means that operationally, Specialty has expanded its collection operation while increasing its efficiency.









Specialty commits to:

- ♻️ Using the best available near zero or zero emission vehicles through renewable and low carbon fuels, and/or electrification for the collection and support fleet of vehicles.
- ♻️ Use routing software and industry best practice to increase and maintain the efficiency of its collection operation.

-  Encourage the recycling and composting of materials through right-sizing and adequate service level offerings, partnered education and outreach programs with the City, route audits and regular evaluations of programs.
-  Continue the environmental preferable purchasing policy of its Administrative Office.
-  Continue to support the City and the broader community in sustainability and quality of life initiatives.

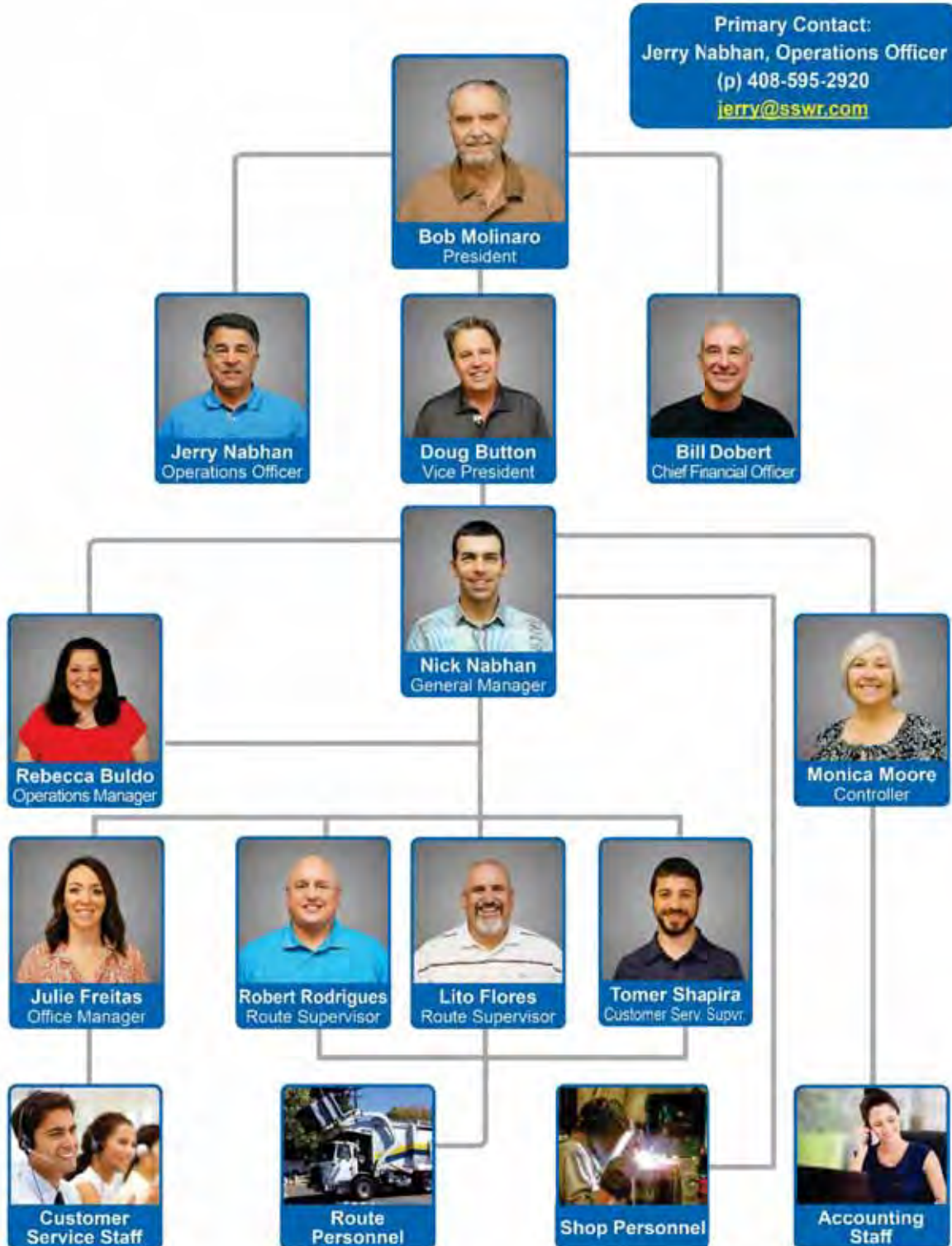
## 2.4 Community Involvement

Specialty is well known for the range of community services it supports within Sunnyvale. The list below provides a snapshot of the activities and community groups Specialty is actively involved in.

- |  |  |
|--|--|
|  Sunnyvale Chamber of Commerce    |  Sunnyvale Leadership                       |
|  Sunnyvale Rotary Club            |  Lakewood Community Holiday Parade          |
|  Sunnyvale Community Services     |  Implementing Recycling Programs at Schools |
|  Dinner at the Dump               |  Sunnyvale Community Services             |
|  Fit & Fun Fair                  |  Tip-a-Cop                                |
|  Sunnyvale School Presentations |  Firefighter's Pancake Breakfast          |
|  Sunnyvale Art & Wine Festival  |  |
|  Sunnyvale Downtown Association |  |

## 2.5 Current Management and Key Personnel

The following section provides an overview of the individuals at Specialty that have committed themselves to the continued, successful collection program in the City of Sunnyvale.



## Robert Molinaro



**President**

**Phone: 925-580-1146**

**Email: gmcstamp@aol.com**

Robert Molinaro is President of Specialty Solid Waste and Recycling. He also owns and operates Pleasanton Garbage Service (PGS) of Pleasanton, California. Bob has over 65 years' experience owning and operating a garbage company, and nearly 50 years operating a materials recovery facility and transfer station. Bob's experience at the Sunnyvale Material Recovery and Transfer Station (SMaRT) makes him a valuable member of the Specialty team. Recently, Bob oversaw the transition of the PGS operation to a new computer system (Tower) for customer service and billing. This new software has many customer services benefits, as well as enhanced reporting for the City.

### Work Experience

#### Shareholder, President

##### **Pleasanton Garbage Service: 1969 – Present**

- Mr. Molinaro is actively involved in general oversight of daily operations.
- Implemented collection services in Pleasanton in 1969 to 12,000 households which has grown to over 60,000 households today.
- Designed and developed the transfer facility, PTS, located on the Pleasanton Garbage Company site, and managed the transfer of all MSW to a disposal facility.
- Pioneered first fully automated collection services in the Bay Area.
- Together with the City of Pleasanton, Mr. Molinaro developed a recycling program featuring picking out recyclable materials from residential MSW at his materials recovery facility.

#### Shareholder, President

##### **Bay Counties Waste Services: 1993 – Present**

- Mr. Molinaro is responsible for maintaining labor relations and conducting Union negotiations; and
- Makes decisions relative to collection system changes and major equipment purchases.

#### Shareholder

##### **South San Francisco Scavenger Co: 1952 – 1969**

Mr. Molinaro managed the transition of collection operations in the commercial division throughout periods of technological advancement.



## Jerry Nabhan



**Operations Officer**

**Phone: 408-565-9900**

**Email: jerry@sswr.com**

Jerry Nabhan is the Operations Officer of Specialty Solid Waste and Recycling. Mr. Nabhan is responsible for general oversight of both Specialty Solid Waste and Recycling and the SMaRT Station. He was responsible for converting the entire fleet at Specialty to CNG, worked with AirTrac to put a GPS tracking system in all trucks that reports back to the office when a container has been serviced, put cameras in all trucks that monitor drivers, and worked with the insurance company on a safety program that monitors drivers behavior.

### Work Experience

#### **Bay Counties Waste Services: 1993 to Present**

- Mr. Nabhan acts as Company liaison with City staff and City officials.
- Manages all public relations activities.
- Maintains labor relations and conducts Union negotiations.
- Prepares cost analysis/productivity reports.
- Hires employees and schedules work for 75 Full time employees.
- Performs database administration.
- Develops and implements new service programs.
- Assists in technical research and procurement of new collection vehicles.

#### **Shareholder, Operations Manager**

##### **Blue Line Transfer: 1986 – 1993**

- Mr. Nabhan acted as Safety Coordinator and initiated employee incentive programs.
- Developed and implemented programs for SB 198 compliance.
- Held bi-monthly safety meetings for 68 employees.
- Managed purchasing and maintenance of Blue Line vehicles.
- Aided in the design development for the Blue Line Transfer Facility.
- Supervised route and shop personnel.
- Developed daily inspection procedures.
- Developed software and computer billing system.
- Is a member of the National Safety Council.

### Education/Coursework

- Labor Relations
- Stress Management
- General Management
- Time Management
- Computer Software/Hardware Development

### Organizations/Interests

- Director, City of Sunnyvale Chamber of Commerce Business and Development Committee
- Member, Board of Directors, Sunnyvale Rotary Club
- Member, California Refuse Removal Council
- Past President, Clara Mateo Garbage Collector's Association

## Doug Button



**Vice-President**

**Phone: (650) 589-4020**

**Email: dougb@ssfscavenger.com**

Mr. Button is Vice President of Specialty Solid Waste Board of Directors. He also holds the position as General Manager of South San Francisco Scavenger Company. Mr. Button has approximately 35 years of experience in the solid waste and recycling industry and has notably overseen the build and operations of the Anaerobic Digestion Facility that generates renewable natural gas for the collection operation. His impressive knowledge and contributions toward the industry and the businesses he owns and operates make him a highly valuable member of the Specialty team.

### Industry and Civic Involvement

- Past President and Vice President of California Refuse Removal Council
- Past President of the Clara Mateo Garbage Association
- Member of the Daly City-Colma Chamber of Commerce
- Member of the Millbrae Chamber of Commerce
- Member of the South San Francisco Chamber of Commerce
- Member of the Brisbane Chamber of Commerce
- Member of the Millbrae Lion's Club
- Past Director of the Millbrae Lion's Club
- Member of the Italian Catholic Federation, Millbrae Chapter
- Past Director of the Italian Catholic Federation
- Member of the Knights of Columbus, Millbrae Chapter

### Work Experience

**Board Secretary, Shareholder**

**Alameda County Industries: 2000 – Present**

- Mr. Button maintains labor relations and conducts Union negotiations. Assists in business development, technical research, and procurement of new collection vehicles.

**Shareholder, President, CEO, and General Manager**

**South San Francisco Scavenger: 1985 – Present**



- Oversees and manages labor relations for the company.
- Prepares and reviews productivity reports.
- Acts as municipal liaison to the jurisdictions served is responsible for all contract negotiations with those entities.
- Acts as project manager for the company, developing and implementing large scale projects such as curbside recycling programs.

### **Board Secretary, Shareholder**

#### **Garden City /Livermore Sanitation: 2007 – Present**

- Mr. Button maintains labor relations and conducts Union negotiations.
- Assists in development and implementation of new service programs.
- Assists in technical research and procurement of new collection vehicles.

### **Board Secretary, Shareholder**

#### **Mission Trail Waste Systems: 1997 -Present**

- Mr. Button is responsible for maintaining labor relations and Union negotiations.
- Assists in decision making and business development.

### **Vice President, Shareholder**

#### **Bay Counties Waste Services: 1993 -Present**

- Mr. Button maintains labor relations and conducts Union negotiations.
- Assists in research, decision making, and development of new collection systems.

### **Shop Foreman**

#### **South San Francisco Scavenger: 1981 -1985**

- Mr. Button was responsible for the mechanical maintenance and repair of 29 collection vehicles.
- Provided direction and supervision to six shop mechanics.
- Regularly provided assistance to driver training and safety awareness programs.
- Procured new equipment and parts.

### **Education**

1977: BS Ornamental Horticulture, California State Polytechnic University

1975: AA Horticulture, College of San Mateo

## William Dobert



**Chief Financial Officer**  
**Phone: (925) 846-2042**  
**Email: [bdobert@comcast.net](mailto:bdobert@comcast.net)**

Mr. Dobert is Chief Financial Officer for Specialty Solid Waste and Recycling, and Controller for Pleasanton Garbage Service. Furthermore, he sits on Specialty's Board of Directors as Treasurer. In addition to Specialty, Bill is actively engaged in both the operational and financial management of the SMaRT Station. Bill has been working in the solid waste industry for 20 years and has assisted in the redevelopment of the SMaRT Station under the previous contract renegotiation, has played an integral role in the transition of services for affiliate companies, and is now President of the Resource Recovery Coalition, which represents all the privately held solid waste companies in Northern California and the Statewide California Refuse Recycling Council.

### Work Experience

#### Chief Financial Officer

##### Specialty Solid Waste and Recycling: 1993 – Present

- Mr. Dobert is responsible for the development and maintenance of core banking relationships and negotiating credit and bonding requirements.
- Acts as liaison to City Council and staff.
- Acts as liaison to corporate attorney and accountants.
- Performs financial reporting.

#### Controller

##### Pleasanton Garbage Service: 1990 – Present

- Mr. Dobert is responsible for the development and maintenance of core banking relationships and negotiating all credit and bonding requirements.
- Performs financial strategic planning.
- Specializes in solid waste industry financing.

#### Vice President, Commercial Credit Officer

##### WestAmerica Bank, N.A.: 1987 – 1990

- Mr. Dobert was responsible for a portfolio valued at over \$30 million; and
- Specialized in solid waste industry financing.

### **Additional Activities**

- The current statewide President of the Resource Recovery Coalition and California Refuse and Recycling Council.
- Advisory Board Member of the Alameda Boys and Girls Club.
- Advisory Member to Alameda County Industries Board of Directors, largely responsible for securing and transitioning the San Ramon Collection contract for ACI.

## Nick Nabhan



**General Manager**

**Phone: 408-566-1810**

**Email: [nick@sswr.com](mailto:nick@sswr.com)**

Mr. Nabhan is the General Manager of Specialty Solid Waste and Recycling. He has nearly 20 years in the Solid Waste & Recycling industry. He oversaw the transition to an RNG powered fleet of collection vehicles, along with the roll-out of residential and commercial food scrap collections. His extensive work with managing daily operations, city and labor contracts, long term forecasting, and ability to effectively communicate with City staff will ensure an efficient and customer service focused operation.

### Work Experience

#### General Manager

##### Specialty Solid Waste & Recycling: 2014 - Present

- Mr. Nabhan acts as Company liaison with City staff and City officials.
- Oversee all daily operations and manages all vendor contracts.
- Manages all public relations activities, labor relations and conducts Union negotiations.
- Prepares cost analysis/productivity reports.
- Acts as project manager for developing and implementing new service programs.
- Hires employees and schedules work for 75 full time employees.
- Performs database administration.
- Completes technical research and procurement of new collection vehicles.
- Ensure regulatory compliance with necessary departments, including but not limited to: BAAQMD, Environmental Health Department, Department of Industrial Relations, City of Santa Clara, California Integrated Waste Management Board, DMV, and the Fire Department.
- Keeps all permits up-to-date.
- Assist with community events, review of outreach materials, company website and social media; and
- Ensure highest customer service standards are being met by all employees.

## **Facilities Manager**

### **Specialty Solid Waste & Recycling: 2005 - 2014**

- Mr. Nabhan was responsible for supervision of mechanics, utility staff, welders, and painter.
- Was responsible for maintaining a fleet of 50 trucks, along with several support vehicles.
- Performed monthly facility inspections.
- Performed storm water responsibilities, including sampling, inspections, maintaining SWPPP, and reporting.
- Managed inventory control and reporting.
- Managed work orders for all equipment.
- Managed purchasing all equipment and parts.
- Created purchase orders.
- Performed inspections and reporting for paint booth.
- Kept all permits up to date.

## **Shop Clerk**

### **Specialty Solid Waste & Recycling: 2001-2005**

- Mr. Nabhan was responsible for purchasing parts and creating purchase orders.
- Managed inventory control.
- Created and Maintained work orders for all maintenance.
- Managed fleet software.

## **Education/Coursework**

- San Jose State University – BA in Business Management
- Bay Area REBRAC, Title 22-Hazardous Waste Management Training
- California Refuse Recycling Council, Next Generation Program

## **Organizations/Interests**

- Member, California Refuse Removal Council
- Member, California Resource Recovery Association
- Member, Clara Mateo Garbage Collector's association
- Past President, Clara Mateo Garbage Collector's Association

## Rebecca Buldo



**Operations Manager**

**Phone: 408-566-1802**

**Email: rebecca@sswr.com**

Ms. Buldo currently holds the position of Operations Manager of Collection Operations at BCWS and Specialty Solid Waste & Recycling. She has over 30 years' experience in the solid waste and recycling industry. Her organization skills and detailed approach to administering her job functions

keep operations running smoothly.

### Work Experience

#### Operations Manager

#### Specialty Solid Waste & Recycling: 2001 - Present

- Ms. Buldo is responsible for the daily operations of 40 collection routes.
- Controls routes servicing a customer base of 32,000 residential and 3,000 commercial accounts.
- Interacts with Teamsters Local No. 350 on all levels, including PTO and birthday calendars for union workers; She is involved in all grievance meetings, board of adjustments, and arbitrations relative to all warning, suspension, and termination letters issued.
- Responsible for all aspects of Workers Compensation; filing new claims, interacting with the insurance broker and insurance adjuster on all claims until claim closure; quarterly claims review and annual insurance renewal meetings.
- Heavily Involved in the Sunnyvale Community, current Board Member of the Rotary Club of Sunnyvale and currently the President of the Rotary Club of Sunnyvale. Was previously involved with Interact 5170, District Council and a Board Member of Leadership Sunnyvale.
- Prepares statistical reports, such as budget tracking.
- Manages special events and projects like the CNG fueling station installation, Dinner at the Dump, etc.
- Develops agenda and materials for safety meetings; administers employee incentive programs.

- Responsible for ordering collection containers.
- Responsible for problem solving with customer accounts.
- Maintains routing Information for all commodities.
- Interacts with City of Sunnyvale staff on a regular basis.
- Ensures collection containers are properly maintained.

## **Operations Manager**

### **Bay Counties Waste Services: Past Position**

- Ms. Buldo produced budgets and forecasts and bids/proposals.
- Assisted in new program implementation.
- Provided oversight relative to publication development.
- Was responsible for customer service supervision. Ensured completion of work orders. Ensured submittal of reports to the City of Sunnyvale.
- Communicated directly with City staff frequently.
- Was responsible for worker's compensation administration.

## **Human Resources/Payroll Manager**

### **Bay Counties Waste Services: Past Position**

- Ms. Buldo was responsible for administering all aspects of payroll, i.e., timecard calculation; payroll data entry and audit tasks; employment verification; prepared and issued garnishment checks; track vacation and sick leave.

## **Accounting Assistant - Accounts Receivables**

### **Bay Counties Waste Services: Past Position**

- Ms. Buldo was responsible for Accounts Receivables functions such as monthly customer invoicing, recording payments, and preparing journal vouchers.

## **Education**

- Ohlone College - Business/Accounting Major
- National University - Continuing Education Certificate: Payroll Practice and Management
- San Jose State University - Continuing Education
- Certificate: Supervision and Management



## Monica Moore



**Controller**

**Phone: 408-566-1807**

**Email: monica@sswr.com**

Responsible for day to day operations and reporting of accounting departments, including managing and supervising accounting staff for both Specialty Solid Waste & Recycling, Bay Counties Waste Services, and Bay Counties SMaRT Station.

### Work Experience

#### Controller

##### Specialty Solid Waste / Recycling Bay Counties SMaRT: 2004 – Present

- Responsible for Payment Request Packet for yearly funding from City, presented every January for the next fiscal year.
- Responsible for reconciliation of all bank accounts, shareholder payouts, regular analysis and review and preparation of monthly financial statements for monthly shareholder meeting.
- Participates in audits as required, provide reporting to bank, CPA firm, shareholders.
- Maintainers cash balances in accounts by closely monitoring accounts.

#### Accountant

##### MindWorks, Inc, San Jose, CA: 2001 – 2004

- Was responsible for all accounting tasks for a \$9+ million corporation including invoicing, A/P, A/R, payroll, collections, regular reconciliation of liability accounts, and monthly analysis and reporting in support of the COO's regular financial statement to the partners.
- Streamlined and updated processes to allow for more efficient running of the day-to-day business, including updating the books from cash to accrual basis.
- Converted majority of clients to electronic payment, thereby shortening the A/R cycle and enabling MindWorks to maintain a stronger cash flow position.
- Consolidated payroll management process within QuickBooks, thereby eliminating manual external spreadsheets.
- Initiated cost savings programs in numerous areas to reduce corporate expenses.

## Multiple Positions

### Cisco Systems, Inc., San Jose, CA: 1997 – 2001


- As Data Management Program Specialist, was business liaison between Internet Marketing and IT.
- Managed vendor relationship with data entry vendor and call center vendor, to ensure data flow automation to meet technical requirements.
- Maintained data integrity quality assurance between vendors.
- Completed Troubleshooting of data problems as they occurred at supplier sites, enabling the Response Management team to concentrate on their roles and responsibilities.
- Interfaced with many cross-functional teams and projects throughout Cisco to ensure quality of data for future marketing programs.
- Developed Access database reporting tool that enabled Program Managers to run a weekly Sales Report at the push of a button, eliminating the need to manipulate the raw data.
- As Master Scheduler, interviewed cross functional team members including creative agency members, in regard to new business process implemented in Internet Marketing, in order to develop and implement a project schedule for running marketing programs from inception to completion. This schedule was used to better track, forecast and target marketing efforts.
- As Response Management Coordinator, performed comprehensive program coordination tasks including the reading of Marketing Strategy and Creative Strategy Documents from the Direct Marketing department.
- Had complete responsibility for managing program performance ensuring that they were running correctly.
- Managed the coordination of up to ten complex programs simultaneously.
- As Database Marketing Specialist, coordinated with third party vendors in the transfer of sales lead generating data.
- Developed a reporting/tracking system to track the number of hits generated on individual marketing websites, and how many were registering their products.
- Defined the Network Commerce Process for International Web Commerce, using Joint Application Design or (JAD) methodology (NIXIE list management).

## Education

- Various college level accounting classes.

## 2.6 Collective Bargaining Agreement

Please see the letter below stating that negotiations are underway with the Local 350.



JOHN BOUCHARD  
Secretary-Treasurer

**SANITARY TRUCK DRIVERS AND HELPERS**  
**Local NO. 350**  
— AFFILIATED WITH THE —  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Office: CEDAR HILL OFFICE BUILDING  
295 89th STREET, SUITE 304  
DALY CITY, CALIFORNIA 94015  
Telephone: (650) 757-7290  
FAX: (650) 757-7294

AFFILIATED WITH  
Joint Council of Teamsters No. 7

April 14, 2020

To Whom it may concern,

My name is Sergio Arrañaga President of Sanitary Truck Drivers & Helpers Union Teamsters Local 350. Our Local Represents the Sanitation Drivers and Mechanics who service the City of Sunnyvale.

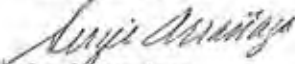
We are currently in bargaining an extension to the current Collective Bargaining agreement with Specialty Solid Waste and Recycling Co.

Negotiations began in October of 2019 and both sides continue to bargain in good faith. If it were not for the Pandemic, I believe we would have had a tentative agreement for the membership to vote on.

There are some outstanding issues that need to be worked through, but I am confident we will wrap this up very soon.





Both parties are exploring technological options so that we can reach a tentative agreement.

Feel free to contact our office if you have any questions or concerns.

Respectfully yours,  
  
Sergio Arrañaga  
President

## 2.7 Subcontractors

Specialty has worked with each Subcontractor presented in this proposal to ensure they are reputable firms, can meet the insurance and contractual requirements as necessary in the contract and share the same mission and principles as the City and Specialty in its commitment to customer service, environmental compliance, and waste diversion. More information about each subcontractor has been provided throughout this proposal as follows:

-  SCS – Technical Assistance Subcontractor – Section 3.4.6
-  Container Pros – Bin Delivery Subcontractor – Section 3.4.7
-  Trash Scouts – Bin Scouting Subcontractor – Section 3.4.10
-  TruStar Energy– CNG Fueling Infrastructure and Maintenance Subcontractor – Section 3.4.12

Specialty will ensure that all Subcontractors are:

- Approved by the City;
- Listed within the contract;
- Retain correct, accurate and current permits to operate (as necessary);
- Comply with all applicable laws and terms of the Franchise Contract; and,
- Have mechanisms to report the completion of their duties to Specialty and the City.





Further, any complaints against the Contractor will be handled in the same way as complaints against Specialty where they will be taken seriously and resolved with professional care and a priority on Customer satisfaction. Scopes of work for each subcontractor can be found in Attachment A.

## 3.0 Technical Proposal




Specialty has a long history of providing exceptional service to the City of Sunnyvale, where it is our number one goal to build upon our exemplary services and management to ensure the City is well prepared for the upcoming Short-Lived Climate Pollutants (SB 1383) regulations. As requested in the RFP, we divided our response into core services, based upon current programs, new and modified services, and alternative services that Specialty would like the City to consider as enhancements to the new and modified services.

### 3.1 Proposal Highlights


#### Section 3.3 Core Proposal Highlights

-  Comprehensive Core Services Proposal
  - ✓ Maintenance of existing operations with a focus on service, safety and cost effectiveness
  
-  Continued investment into infrastructure and equipment
  - ✓ Trucks and containers are replaced to ensure compliance with all State laws and requirements
  
-  Collaboration with the City
  - ✓ Implementation of outreach and education and customer service
  - ✓ Reporting and recordkeeping of collection services in a timely and convenient manner
  
-  Emergency Collection Services Program
  - ✓ Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.



#### Section 3.4 New of Modified Proposal Highlights

-  Enhancement of services in a cost competitive manner
  - ✓ Addition of SB 1383 required programs to other service enhancements
  - ✓ City-wide organic collection in a logical, SB 1383 compliant approach
  
-  Commitment to technological innovation
  - ✓ The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City
  
-  The Use of Subcontractors to Enhance Programs
  - ✓ Container swap-out and labelling

- ✓ Technical assistance at two discreet service levels
- ✓ Downtown collection TrashScout services
- ✓ Clean-fueling infrastructure and supply

 Discussion of fleet fueling requirements and the future of electric garbage collection

### **Section 3.5 Specialty Proposals**

-  Earlier operating hours for collection in Downtown Sunnyvale
  - ✓ To reduce traffic impacts and disruption in the area while increasing efficiency of collection routes
-  Edible food recovery infrastructure support
  - ✓ Specialty has proposed providing a one-time investment into the purchase of a collection vehicle to service Tier 1 and Tier 2 vehicles.

### 3.2 Broad Proposal Topics

Our proposal is focused on six major areas that will continue to bring exemplary services to the City of Sunnyvale. As our operational team works together with the City, technology companies, and subcontractors these core areas will ensure that collection programs are in line with the service needs of the community, the requirements of the contract, and all necessary regulation.



You will see these icons throughout the document to demonstrate how we use our core focus areas in our operations.



### 3.2.1 Strong and Responsive Management



There are several key aspects of how Specialty will maintain a strong and responsive management team over the course of the next contract. The management team has decades of history working in the solid waste industry, stemming from generations of families that have been committed to the industry. This means the new generation of management at Specialty can look back and lean on this experience of collecting and processing solid waste within the region. Our management team, as detailed in the section, “Current Management and Key Personnel” is focused on Bay Area operations and has experience maintaining long-term contracts, transitioning new services and new contracts, and pushing the boundaries of technology and diversion efforts to better enhance services. This is all built around the knowledge that customer service and experience is the cornerstone of collection programs.

There are also significant additional assets to Specialty’s management team. Specialty management has been closely involved with lobbying organizations such as California Refuse and Recycling Council, and the newly named Resource Recovery Coalition, where Bill Dobert is now the incoming Statewide President. These organizations maintain a close working relationship with CalRecycle and track all relevant trends, bills and laws as they relate to the solid waste industry. Specialty is known in the industry as an early adapter to new technologies and innovations. This is demonstrated by being one of the first companies to transition away from diesel to compressed natural gas (CNG) and then purchasing credits for Renewable Natural Gas (RNG) as they were available. Additionally, Specialty tested and ran some of the first Radio-Frequency Identification (RFID) and GPS tracking systems for the collection operation. By having a management team with not only history and experience but is also willing to adapt and change to meet the changing face of the solid waste industry, this sets the City of Sunnyvale on the best possible course for the next phase of the collection contract.



### 3.2.2 Technology



Specialty has been an early adopter of technology innovations throughout its operations in order to provide enhanced services to the City and our customers. Specialty piloted the use of RFID and GPS mapping software, (Air-TraK) and placed cameras inside collection trucks to enhance driver safety programs. Additionally, Specialty began the transition of their diesel fleet to compressed natural gas in 2001, built a fueling station to enhance low carbon infrastructure around the City of Sunnyvale and transitioned other fuel sources to renewable fuels such as biodiesel, renewable natural gas offset credits, and renewable diesel. Additionally, Specialty and the City have worked closely in piloting programs and expanding

diversion services to include the newest FoodCycle Program for City of Sunnyvale residents. Although this is a new program, it has had a very successful participation rate.

Specialty understands that technology is most effective when it enhances customer experience and the ease of information transfer. Specialty has long been committed to working closely with the City on tracking, reporting, and management of services. Given the need for higher, more detailed levels of reporting to meet the requirements of SB 1383, AB 1826, AB 341, and AB 901 in addition to greater roles and responsibilities for managing customer service, auditing and outreach, technology enhancements can assist in making this a more streamlined process, reducing any inconveniences to the customer.

Specialty is proposing several technology enhancements that will accommodate these needs. For added customer service and reporting, Specialty is proposing the use of Soft-Pak with specific add-ons, to include Mobile-Pak. This Soft-Pak enabled tablet will allow drivers to take photos, update notes, and instantly verify additional services with two "clicks". Truck locations are displayed via GPS which provide customer service and dispatching with an easy view of the entire fleet. Several additional benefits include live integration of information between a service representative, dispatcher, driver and management team member to ensure that Specialty has all the information needed to provide the best service and experience for all customers. More detailed information about Soft-Pak has been described about the use of Soft-Pak in Section 3.4.11.



Customer reports from Soft-Pak can be easily integrated into the existing Recyclist software, where there are several examples of these two reporting platforms working together in the Bay Area. Recyclist has a proven, easy to use reporting platform where access can be shared to the technical assistance team, to ensure customer education and outreach programs are tracked and reportable for the City. This program would assist in tracking a wide array of information as it relates to SB 1383, AB 1826, AB 341, and AB 901. Details about the role Recyclist will play in reporting and compliance, and how Soft-Pak will deliver information to this program, is provided in Section 3.4.11.



Further, Specialty proposes to use the RouteSmart routing technology that will be providing route optimization. This technology addresses the most complex routing challenges through a precision-oriented, detailed approach that ensures the safety of drivers, provides operating cost reduction, and achieves efficiencies through the automation of route planning processes.



Specialty has a website that is actively used by our customers to get detailed information about our collection programs and service offerings. Our website will continue to be updated, in coordination with the City and its outreach efforts, to ensure that all customers have the best available information regarding their programs and how to effectively sort waste.

The following sections of this proposal further describe the technology enhancements that Specialty proposes as enhancements to the current operations. Specialty will continue its tradition of working closely with the City in a collaborative manner to make adjustment to the operations to provide the best in class customer service to the City of Sunnyvale.

### 3.2.3 Customer Service



Specialty's core business focus has been on the delivery of high-quality service to the customers of Sunnyvale. This has been delivered through a combination of leadership, training, safety programs, technology enhancements and cooperation with the City. As service programs expand, and Specialty and the City collaborate to provide greater programs and diversion opportunities for customers in the City, customer service will provide the backbone of these programs. Customers will continue to be greeted with friendly and informed employees that will assist them with their needs. Additionally, these customer service interactions will be viewed as opportunities to educate individuals on diversion programs. Specialty looks forward to greater technology innovations, as discussed in this proposal, that will seamlessly integrate the data capture of these interactions so that both the City and Specialty are a unified face to the customers.

The leadership and daily management of the company continually looks for ways to improve the customer experience, efficiencies, and services to the community. By considering the depth of knowledge of the team while also looking for opportunities for new technologies and service enhancements, Specialty anticipates being able to build on the existing programs. This RFP discusses more cohesive approach to customer service with the City, training programs for Specialty staff to ensure customers can be best supported through various transitions to meet SB 1383, and how technology will play a supporting role for customer service programs.

#### Customer Service Focus Areas

- ✓ Clear communication
- ✓ Listening Skills
- ✓ Self-Control
- ✓ Positive Attitude
- ✓ Conflict Resolution
- ✓ Empathy
- ✓ A Sense of Humor

### 3.2.4 Enhanced Company Responsibilities and Training



Through the various industry groups that Specialty management team members participate in, and have leadership roles in, the team has been tracking and participating in the SB 1383 rulemaking process, in addition to other relevant industry rules, regulations and trends. Because of this early involvement, Specialty has already made steps to prepare their operations, and their team for these changes. This proposal discusses how Specialty will ensure compliance with the SB 1383 requirements, including the robust training program that will prepare staff for this transition in operations.





Notably, Specialty will hire two full-time staff persons in the beginning of 2021, where one will be solely responsible for the oversight of all aspects of SB 1383 and improve on quality of deposited materials and issues with contamination. This individual, the SB 1383 Compliance Manager, will be responsible for learning the requirements of SB 1383, will attend specific trade association training and will utilize the necessary guidance and other information as provided by CalRecycle over the course of 2021. The SB 1383 Compliance Manager will implement the programs and oversight necessary to comply with Specialty's roles and responsibilities under SB 1383, as fully detailed in Section 3.4.8. The second person, an Outreach Manager, will work in close coordination with the SB 1383 Compliance Manager, and be responsible for implementing and maintaining all aspects of Outreach.

Further, Specialty has provided a training program to meet the requirements detailed in the contract found in Section 3.4.13. This training program summarizes the contractual requirements and provides the implementation plan to meet those requirements. Specialty has a proven track record of ensuring the highest level of training, oversight and compliance, where we understand the key to training success. Specialty ensures that individuals responsible for training are knowledgeable and enthusiastic about the subject area, they focus on teaching employees the 'why' of the training topic to reinforce the importance of the issue. Additionally, Specialty provides education tools that support different learning styles, demonstrate doing the right thing through all levels of management, provides communication platforms that are open for questions and/or concerns, where attention to details and consistency and repetition of messaging over time is maintained. This ensures that training is not a one-time occurrence but is reinforced through daily operations.

### 3.2.5 Use and Management of Subcontractors

Specialty has included subcontractors within this proposal to provide specialized services to enhance the collection operations for the City and Sunnyvale customers. These Subcontractors allow Specialty to focus on our area of expertise, where they work in lockstep with Specialty to ensure the highest level of collection services at competitive prices for the City. Specialty has worked with each Subcontractor presented in this proposal to ensure they are reputable firms, can meet the insurance and contractual requirements as necessary in the contract and share the same mission and principles as the City and Specialty in its commitment to customer service, environmental compliance, and waste diversion. More information about each subcontractor has been provided throughout this proposal as follows:



-  SCS – Technical Assistance Subcontractor – Section 3.4.6
-  Container Pros – Bin Delivery Subcontractor – Section 3.4.7
-  Trash Scouts – Bin Scouting Subcontractor – Section 3.4.10
-  TruStar Energy – CNG Fueling Infrastructure and Maintenance Subcontractor – Section 3.4.12

Specialty will ensure that all Subcontractors are:

- Approved by the City;
- Listed within the contract;
- Retain correct, accurate and current permits to operate (as necessary);
- Comply with all applicable laws and terms of the Franchise Contract; and,
- Have mechanisms to report the completion of their duties to Specialty and the City.

Further, any complaints against the Contractor will be handled in the same way as complaints against Specialty where they will be taken seriously and resolved with professional care and a priority on Customer satisfaction.

### 3.2.6 Recordkeeping and Reporting







Specialty understands the recordkeeping and reporting requirements over the course of this agreement are significant in order to ensure compliance with AB 901 and SB 1383 (most notably). To ensure these are met, Specialty is hiring a dedicated SB 1383 Compliance Manager that will oversee all reporting aspects necessary to meet the contractual needs. This individual will be hired in the beginning of 2021 to allow for adequate training on the requirements of SB 1383, in addition to this contract. The SB 1383 Compliance Manager will work closely with the City and the newly hired Outreach Manager, to ensure there are no reporting

gaps in the operations, and with the relevant subcontractors, and will actively work to resolve any areas of concern. Specialty is making investments into reporting software that will significantly assist in tracking data closely and sharing that data easily and transparently with the City. Access to Soft-Pak can be provided to the Technical Assistant Subcontractor to ensure all information will be collected during their technical assistant activities and shared in real-time. Additionally, the technical assistant provider can be provided access to Recyclist, with permission from the City, which would provide real-time information sharing with the City. Further, the necessary training for drivers and Specialty service representatives on the software and new reporting requirements will occur before SB 1383 implementation to allow adequate time for the necessary training curve. This will also allow the City and Specialty to address any concerns and areas that need additional support and will ensure all parties are working cohesively and collaboratively to meet all reporting requirements. Section 3.4.8 of this proposal provides details on specific components of SB 1383 requirements.

### 3.3 Core Collection Services

The core services are based upon the current collection programs. Specialty acknowledges that these programs must be updated to meet the requirements of SB 1383 as well as other needs of the City, as described in new service programs. This section describes fully the current programs to determine the core service cost of the collection programs, where new service programs and Specialty proposals are additional to this core service cost.

#### Core Proposal Highlights

-  Comprehensive Core Services Proposal
  - ✓ Maintenance of existing operations with a focus on service, safety and cost effectiveness
  
-  Continued investment into infrastructure and equipment
  - ✓ Trucks and containers are replaced to ensure compliance with all State laws and requirements
  
-  Collaboration with the City
  - ✓ Implementation of outreach and education, and customer service
  - ✓ Reporting and recordkeeping of collection services in a timely and convenient manner.
  
-  Emergency Collection Services Program
  - ✓ Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.



### 3.3.1 Single-Family Residential Collection Services



Specialty will continue to provide a three-stream collection program consisting of one FoodCycle split cart for solid waste and food scraps, one dual-stream recyclable cart, and one-yard trimmings cart, for weekly service to all single-family homes by using fully automated side-loaders. These trucks allow for efficient and safe collection programs for carts placed on curbside by the residents. These vehicles are used to increase efficiency of servicing carts and to minimize or eliminate concerns regarding narrow streets, courts, heavily parked areas, streets with limited access, and tree lined streets with low hanging wires and alleyways. Our primary concern is reducing disruption to the community. To ensure this disruption is kept to a minimum,

Specialty services the carts on the same day and has included routing technologies that will ensure drivers are as efficient as possible, in addition to innovative collection services to the densely populated areas of the City discussed in later sections.

Vehicles are dispatched from the Specialty yard at 3355 Thomas Road, Santa Clara, CA 95054 and service the single-family residential carts. The collection vehicle will approach a household and the vehicle operators retrieve the carts set at the curb of the residence. The vehicle operator pulls up to align the cart with the automated arm, located on the right side of the vehicle behind the cab. The vehicle operator engages the automated arm to grasp the cart and tip the contents into the hopper. After unloading the materials into the hopper, the empty cart is returned to its original location.



As needed, the driver will record any comments about the load using Mobile-Pak on the company provided tablet, such as the observed presence of prohibited materials or overflowing carts, which will be uploaded in real-time to our Soft-Pak Software (see Section 3.4.11). These notes will be available for the City and Specialty service representatives, should a customer account require further outreach to correct the issue or should a customer place a call to the Specialty office or the City. The table below presents the containers for single-family homes. Please note that the containers are SB 1383 compliant and will be phased in as detailed in Section 3.4.7.



The graphic features a house on the left, the title 'Single-Family Curbside Collection Container Summary' in the center, and three trash bins (blue, green, black) on the right.

Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Dual-Stream Recyclables	Dark Blue Light Blue	64- and 96-gallon split containers	Newspaper, mixed paper, chipboard, corrugated cardboard; glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
FoodCycle	Brown Black	27, 43- and 64-gallon split containers	Food scraps / / Solid waste
Yard Trimmings	Green	64- and 96-gallon split containers	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

Once the collection route is completed the collection vehicles will deliver the materials to the Sunnyvale Material Recovery and Transfer Station (SMaRT Station) to unload materials. All collection vehicles will return to Specialty yard at the end of each workday.

Included in the FoodCycle collection service is one free cart cleaning per year. Customers are asked to request the service, where it will be noted on the customer account. Once the bin has been emptied by the curbside collection vehicle, a cart utility driver will collect the dirty cart and replace it with a clean cart on the same day.

### Rear-Yard Collection Service

Specialty understands that not all residents are able to push carts out to the curb for service. For those residents that require this special handling, due to physical limitations or disabilities, Specialty will provide rear-yard service, free of charge. These residents will be required to communicate their service needs to the City, with appropriate documentation explaining their limitations and needs. For those residents requiring this service it will be noted in the route maps supplied to the driver. The vehicle operator will approach the house and park the vehicle safely. The vehicle operator retrieves the respective cart and places it next to the curb for service using the automated arm. Once emptied, the cart will be replaced to its original location.



Customers can recycle additional materials curbside as follows:

<b>Other Single-Family Collection Services Summary</b>	
 Recycled Cardboard	May be flattened, bundled, and placed on the curb beside the cart.
 Other Recyclable Materials	May be placed in paper bags next to the carts.
 Bundles of Yard Trimmings	Not to exceed 4 feet in length and 1 foot in diameter, may be placed adjacent to the yard trimmings cart.
 Christmas Tree Collection	First weekday following December 25th, trees cut into 4ft sections (or less) to be collected with yard trimming service. All decorations must be removed and trees will be collected on the regular garbage day.
 Used motor oil and filter collection	One-gallon oil jugs and one-gallon plastic bag with filters may be placed adjacent to the recycling cart.
 Cooking Oil	May be recycled by utilizing several options: 1) Residents with FoodCycle carts can place cooled cooking oil, bacon and other cooking grease into a zip locked bag (can be double-bagged) and place in the FoodCycle side of your split cart. 2) Small amounts of cooking oil and grease: mix with absorbent material such as cat litter and put into your garbage cart. 3) Large amounts of cooking oil: Pour into an unbreakable bottle with a screw-top lid and bring to the SMaRT Station for recycling.
 Batteries	May be placed on top of the recycle cart in a plastic bag
 Extra Garbage	May be placed in 35-gallon bags, tagged with the appropriate tag placed next to their cart for collection.

When any of these items are present at a collection point the driver will exit the vehicle and collect the items. In the event there is additional recyclables, yard trimmings, or garbage, they will be placed inside the container, returned to the vehicle, and emptied from the container per the description above.

### 3.3.2 Multi-Family Dwelling Collection Services



Multi-family dwelling (MFD) accounts will be collected, at a minimum, on a weekly basis utilizing front-end loaders or automated side-loaders for complexes that use them. The City and the Specialty customer outreach team will continue to work closely with the MFD premises to determine if the service level will require bins, carts, or a compactor. This will be a function of both space constraints and logistics.

#### Cart Collection

Cart collection will be completed by automated and semi-automated collection vehicles. On arrival at the service address the driver will review the account information in the tablet enabled with Mobile-Pak for any comments on the account, such as low wires, or key requirements. The driver will exit the truck to retrieve

the cart and/or open a locked gate, and then bring the cart to the side of the truck. The driver will then place the carts on the cart tippers or automated arm. The driver then activates a joystick that lifts the cart up and empties the contents in the hopper. The driver reverses the motion of the lift mechanism and returns the cart to its storage location, and relocks any gate as required. As the driver is returning the cart, the truck's hydraulic mechanism automatically compacts the load.

To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection containers to their normal service location and ensure that cart lids are closed, and any litter is cleaned up. Drivers will open and close gates and provide other services as necessary and pull/push containers up to 10ft as a part of the regular collection service.

As needed, the driver will place a non-collection tag and record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing carts, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details, such as required or requested changes in service level. These notes will be recorded and provided to the City for final determination. These notes will be available in the customer account where both Specialty customer service representatives and the City will have access, should a customer place a call regarding notices placed on their containers about prohibited materials or require further outreach to correct the issue. Prior to departing the route to transport the truck's contents, the driver will review communications from the Specialty customer service representatives or route supervisors to determine if any special pickup requests or missed pick-ups had been reported on the route thus far that day.

#### Bin Collection

Bin collection will be completed by a front-end loader collection truck. On arrival at the service address the driver will review the account information in the tablet enabled with Mobile-Pak for any comments on the account, such as low wires, or key requirements. The driver will exit the truck

to open a locked gate or bin, and, as required (additional charges may apply), will position the bin to be placed on the forks of the truck's lift mechanism. The driver positions the truck in front of the bin's side pockets and moves the truck forward to insert the forks of the truck's lift mechanism into the bin side pockets. The driver then activates a joystick that lifts the bin up and over the cab above the hopper of the truck and empties the contents in the hopper. The driver reverses the motion of the lift mechanism, returns the bin to its storage location, and relocks any bin or gate as required. As the driver is returning the bin, the truck's hydraulic mechanism is automatically compacting the load.

To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection containers to their normal service location and ensure that cart lids are closed, and any litter is cleaned up. Drivers will open and close gates and provide other services as necessary and pull/push containers up to 10 feet as part of the regular collection service.

As needed, the driver will place a non-collection tag and record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing containers, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details, such as required or requested changes in service level. These notes will be recorded and provided to the City for final determination. These notes will be available in the customer account where both Specialty service representatives and the City will have access, should a customer place a call regarding notices placed on their containers about prohibited materials or require further outreach to correct the issue. Prior to departing the route to transport the truck's contents, the driver will review communications from the Specialty service representatives or route supervisors to determine if any special pickup requests or missed pick-ups had been reported on the route thus far that day.


Once the collection route is completed the collection vehicles will deliver the materials to the Sunnyvale Material Recovery and Transfer Station (SMaRT Station) to unload materials. All collection vehicles will return to the Specialty yard at the end of each workday.

Return trip pick-ups requested by a customer, on days other than their regularly scheduled collection day, will be available at the City-approved return trip fee. Such additional picks ups can be scheduled equating to up to one (1) day per week total service. Specialty may increase solid waste service levels for multi-family customers that request more than one (1) return trip pickup per year.

Specialty will provide all collection services to multi-family dwellings five days a week, Monday through Friday, with the exception of holidays.

The following table provides a summary of collection containers available to MFD customers. (Please note that the food scrap and yard trimming collection will be further discussion in Section 3.4.1).



		<h2>Multi-Family</h2> <h3>Curbside Collection Container Summary</h3>			
Collection Stream	Lid Color(s)	Container Size	Allowed Materials		
Fiber Recycling	Dark Blue	95-gallon	Newspaper, mixed paper, chipboard, corrugated cardboard		
Container Recycling	Light Blue	95-gallon	Glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET		
Cardboard Recycling	Dark Blue	3-, 6- Cubic yard bins. As requested by Customer	Flattened cardboard		
Food Scrap Collection	Brown	35 gallon, or 1- cubic yard bins	Food scraps		
Solid Waste	Black	35-,65-, and 95-gallon for specific locations; 1-, 2-, 3-, 4 and 6- Cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15, 20-, 30-, and 40- cubic yard Drop Boxes Upon Request; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors	Non-recyclable or compostable items that are solid waste		
Yard Trimmings	Green or Black	96 gallon, 1-, 3- Cubic yard bins	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood		

Specialty will provide all units with a recycling tote that is designed to allow residents to easily transport recyclable materials to the recyclable container(s). These recycling totes will be designed and approved by the City and shall be delivered to complexes interested in them during their annual assessment.

## Other Multi-Family Collection Services Summary

Collection Stream	Collection Methodology	Allowed Material
Christmas Tree Collection	Uncontained collection or designated location appropriately approved at MFD	First full week following December 25th for a length of time determined by the City and contractor. Trees must be cut into 4ft sections (or less) will be collected with yard trimming service.

### Multi-Family Christmas Tree Collection



Beginning the first full week following Christmas of each year and continuing for the number of weeks specified by City and Specialty, Specialty will provide Christmas tree collection service to multi-family customers. Specialty will offer each multi-family property owner or manager, at a minimum, Christmas tree collection, which Specialty will provide for such service; and at designated location at the multi-family premises mutually agreed upon between Specialty and the property owner or manager. If the property owner or manager would like additional Christmas tree collection in a roll-off bin, this will be billed at standard city rates.

Specialty will conduct outreach to multi-family dwellings by mailing letters to all multi-family properties to notify multi-family customers of Christmas tree collection service. Specialty will additionally work with multi-family premises owners that need assistance in determining the best location for their multi-family occupants to place the Christmas trees for collection.

Specialty will transport all collected and properly prepared Christmas trees to the Sunnyvale Material Recovery and Transfer Station (SMaRT Station) to unload materials. Christmas trees must be cut into sections no greater than four (4) feet in length. Christmas trees will not be collected if they have tinsel, lights, or other decorations, or are attached to a tree stand. Specialty drivers will affix a non-collection notice to the tree informing the customer of the reason(s) for non-collection. Christmas tree Collection services performed during the timeframe specified by the City will be provided at no additional cost to the City or the customer.

### 3.3.3 Commercial Collection Services



Commercial collection services will be provided to all Sunnyvale businesses at a weekly minimum, utilizing front-end loaders or automated side-loaders. Core services include garbage, dual stream recycling, cardboard recycling and the first phase of source separated food scrap collection. Section 3.4 of this proposal discusses the expansion of both recycling and food scrap collection across Sunnyvale Commercial businesses.

Front-end loaders allow for efficient and safe collection for carts and bins in designated collection areas. Specialty will continue to look for ways to reduce disruptions of commercial businesses, schools and areas that are sensitive to traffic, where all of this is considered to ensure routes are driven efficiently and safely. Trucks are dispatched from the Specialty yard, Monday through Saturday.

#### **Cart Collection Methodology**

Cart collection will be completed by automated side-loader as described in Section 3.3.2.

Materials are taken to the SMaRT Station for processing. Tonnages will be tracked separately by using weighted allocations based on customer lists by route.

#### **Bin Collection Methodology**

The methodology for the collection of commercial materials placed for set-out in bins will be the same as was described for multi-family dwellings collection in Section 3.3.2 in this proposal.

#### **Roll-Off Collection Methodology**

Debris boxes and compactors will be serviced within the City by using roll-off vehicles dispatched from the Specialty yard. Both recyclable and solid waste will be collected Monday through Friday. On arrival at the service address the driver will review the account information on the tablet enabled with Mobile-Pak (See Section 3.4.11) for any comments on the account, such as low wires, or key requirements. The driver will exit the truck to open a locked gate or bin as required (additional charges may apply). The driver will walk to the collection area to ensure the container can be serviced safely and will notify an on-site manager or route supervisor if assistance is needed to safely service the container. The driver will visually inspect the container for any prohibited items that might be present in the container. The driver will safely back-up the truck and drop the guide rails down at an angle to the ground at the front of the container. The driver will then engage the cable from the truck and secure the box to the cable, where it will be pulled onto the roll-off truck. All the vehicles are fitted with automated tarps to cover the load as needed. If any

litter or debris is spilled during collection, the driver will exit the vehicle and clean the area prior to leaving the service address.

As needed, the driver will record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing containers, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details such as required or requested changes in service level, for processing by the Specialty service representative and the City of Sunnyvale customer service personnel. These notes will be available for the City should a customer account require further outreach to correct the issue or should a customer place a call to the City regarding notices placed on their containers about prohibited materials. Prior to departing the route to transport the truck's contents, the driver will review communications from the Specialty customer service representative or route supervisors to determine if any special pickup requests or missed pick-ups had been reported on the route thus far that day. Containers and boxes will be delivered directly to the SMaRT Station.

If requested by the customer, Specialty will open and close gates, or perform other services as reasonably necessary to access and empty containers at no additional cost.

Central to the adequate servicing of commercial businesses is the partnership with the City's customer service program and continued technical assistance to our customers. This customer service is outlined in Section 3.4.8, where Specialty will engage with customers in a variety of ways, as directed by the City to ensure understand which materials should be placed in which bin.





The graphic features a stylized illustration of a commercial building on the left and a collection of various colored recycling bins (dark blue, light blue, brown, black, green) on the right. The title 'Commercial Collection Container Summary' is centered in a bold, dark blue font.

Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Fiber Recycling	Dark Blue	95-gallon, 3-, and 6- cubic yard Bins are offered for Cardboard	Newspaper, mixed paper, chipboard, corrugated cardboard
Container Recycling	Light Blue	95-gallon	Glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
FoodCyle Collection	Brown	35-gallon, 1-, 2-, 3-cubic yard Bins	Food scraps
Solid Waste	Black	35-,65-, and 95-gallon; 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and Drop Box Compactors of varying sizes	Non-recyclable or compostable items that are solid waste
Yard Trimmings	Green or Black	96-gallon; 1-and 3-cubic yard Bins; and, As requested by Customer.	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

### 3.3.4 Construction and Demolition Debris Collection



Specialty will continue to provide construction and demolition debris (C&D) collection services for customers to capture materials from construction, remodeling, repair, and/or demolition operations. C&D collection is an opportune program to enhance diversion within the City as there are high levels of recoverable items that occur during these activities. Specialty will support C&D recycling through cost-effective diversion programs, and by promoting recycling whenever possible through customer education. Materials are collected in a timely manner, within one working day of initial request and on a mutually agreeable schedule afterwards, by debris box, delivered to the SMaRT Station where they are

processed for recoverable items.

Consistent with current program, Specialty will continue to provide customers with city-approved educational information on best practices for C&D recycling, reuse, and proper separation of materials for collection. A list of allowable and non-allowable items is given to the customer at the time they order the bins and roll-off boxes so customers may easily identify materials accepted for collection in the C&D containers. Recoverable materials include cardboard, metals, yard trimmings, dimensional lumber, carpet and fibers and other materials that result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites. Our collection operations will comply with all relevant City and State Standards as identified in the Contract.

#### Third-Party C&D Collection

Specialty has worked in close partnership with the City to identify third-party haulers that may be transporting solid waste materials in the City, and has an existing program to identify, tag, fine and resolve these occurrences. Third-party haulers that are responsible for the collection of organic materials must also be aware of the contamination limits within those materials, and of the City's requirement to divert

#### C&D Collection Under SB 1383

Organic materials covered by SB 1383 are found in C&D operations, where dimensional lumber accounts for a large portion of the landfilled waste in California.

Specialty is prepared to work closely with the City at programs and processing solutions to manage these organic materials and achieve higher levels of diversion from these streams

In support of this, and other SB 1383 programs discussed in this proposal, a sample Ordinance has been prepared for your consideration in Attachment B.

organics from landfill. Specialty looks forward to finding solutions to enhance diversion for the City and ensure compliance with SB 1383, AB 1826, AB 341, and AB 901 within C&D materials management.

### 3.3.5 City Collection Services



Specialty will provide recyclables, yard trimmings, food scraps and solid waste collection for the City of Sunnyvale facilities, schools, parks, and events using front-end load or an automated side-loader collection truck. For a description of collection methodology please refer to Sections 3.3.1 and 3.3.2. In addition, public containers will also be serviced consistent with current operations. (Please note yard trimming collection will be discussed in detail in Section 3.4.5). Specialty will open and close gates, push and/or pull containers, lock, and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charges may apply). A push/pull of containers up to ten (10) feet from the enclosure/container location to the collection vehicle will be provided to the City at no additional charge (push up to 10 feet then return).


Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains contamination in excess of standards agreed upon by Specialty and the City. Specialty will cart tag and/or provide non-collection notices for containers that contain excessive contamination in accordance with approved procedures with the City.

Specialty will continue its collaborative approach with the City to service the Schools and City Facilities. In addition, Specialty will provide the procurement requirements required to meet the SB 1383 regulations. These procurement requirements are based upon the population of the City and metrics provided under the regulation. Under the regulation this procurement can be delivered in multiple ways to the City, including bioenergy and renewable natural gas, provided they are created by diverting California generated organic materials from landfills. Based upon the most recent population numbers the City must procure up to





7,218 tons of compost or 12,445 tons of mulch or a combination thereof. Specialty understands the procurement of compost/mulch will not be required under this contract. Specialty will continue to look for SB 1383 compliant RNG, as we expect these sources to come online in California as jurisdictions come into compliance with SB 1383.

			
Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Fiber Recycling	Dark Blue	95-gallon, 3-, and 6- cubic yard Bins are offered for Cardboard	Newspaper, mixed paper, chipboard, corrugated cardboard
Container Recycling	Light Blue	95-gallon	Glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
FoodCyle Collection	Brown	35-gallon, 1-, 2-, 3-cubic yard Bins	Food scraps
Solid Waste	Black	35-,65-, and 95-gallon; 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and Drop Box Compactors of varying sizes	Non-recyclable or compostable items that are solid waste
Yard Trimmings	Green or Black	96-gallon; 1-, 3-, and 6- cubic yard Bins; and, As requested by Customer.	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

**Review of Development Plans**

Specialty will provide staff with the expertise to review building plans for new residential and commercial development projects during member agency permit review processes to verify the reasonableness of the space allocation and enclosure design for franchised solid waste, recyclable materials, and organic materials containers and the accessibility of such areas. As requested, we will visit the site and submit written recommendations for improvements to the design. The plan reviews will be completed within three days of the City request for such review.

<b>Other City Collection Services Summary</b>	
Special Recycling Collection	Specialty will provide special clean out and/or end of year Clean Slate Programs at no charge for the Schools and City Facilities.
Planning Assistance Services	Specialty will provide assistance and review of reviewing plans for proposed development within 3 days of request to ensure accessibility, comment on service levels required for the buildings and appropriate space considerations for collection containers and collection logistics.
On-Call Clean-up Services	Specialty will provide drop box, or other bins, for community events, Spring clean-ups or other events as directed by the City. They will be collected in accordance with the contract.

**3.3.6 Single-Family Home Bulky Item Collection**



Sunnyvale single-family residents are eligible for up to two on-call bulky item and reusable item clean-up days<sup>3</sup>. Bulky items include non-hazardous household waste of (3 feet x 3 feet x 6 feet), plus two bulky items per pickup. Specialty will collect washer/dryers, furniture, refrigerators, mattresses, consumer electronics (TVs, laptops, printers, radios, etc.), and carpet. This service is offered to Sunnyvale residents at no additional charge.

Single-family residents must contact the City of Sunnyvale with at least five working days' notice in advance to schedule their free on-call clean up. The customer will provide information as to the type and size of items to be placed out for collection. A work order is created for Specialty, where an appropriate collection

<sup>3</sup> Reuse Collection is discussed further in Section 3.4.4.

vehicle is scheduled to ensure the customer will be provided service on their next scheduled service day. Specialty has proposed a preliminary screening process to determine whether there are reusable items that can be collected separately, that is further discussed in Section 3.4.4. A flat-bed truck makes an initial pass to collect items that can be donated, prior to separate collection of non-reusable material. The driver then collects the bulky item(s) that are not reusable (See Section 3.4.4). If the bulky item(s) are too large to be safely loaded into a collection vehicle, it will be tagged for non-collection. Customers will be asked to refer to the "How to Get Rid of Anything" website tool for further information. Drivers will document the estimated number of bulky items collected on their work orders and that will be entered into the customer service software (Soft-Pak) to track which residents are using the on-call bulky item and reusable item collection program.

### 3.3.7 Special Event Collection



Specialty will work closely with the City and organizers of large events to provide collection and diversion program services. Specialty will provide recycling, food scrap and solid waste collection, including support for edible food recovery, collection station set-up, delivery and collection of containers, public education booth, and reporting the details of collection, recovery and program for 10 events a year.

Specialty will meet with event organizers and the City (if required) to understand the scope of services needed to ensure the maximum recovery for the event. The service will include the delivery and removal of all, carts, bins and drop boxes. We will assist in the development of a specific diversion plan tailored to the nature of the event, and to the types of materials that are anticipated to be collected. The goal of the plan will be to maximize diversion of recyclable and reusable materials, and to minimize the use of materials that cannot be diverted. Specialty will assess the event's parameters, including location, number of people attending, type of event, and type of food being provided, use of compostable serving containers, among many other related issues.





Once parameters of the event are determined, proper bins will be provided, always focusing on recycling and diversion of the materials generated.

Carts, bins, and drop boxes will be delivered and placed according to the agreed diversion plan and will be removed according to the plan. Specialty will store and reserve carts and other containers for the sole purpose of supplying them to special events requested by their organizers. Following the conclusion of each event, required event collection logistics, diversion achievements, and public education statistics will be reported to the City, and the event organizer. Specialty may utilize the services of sub-contractors and community groups to provide assistance with these diversion activities.

Special events can also be a great educational opportunity for the community where event participants can learn about the services provided for the event, our services in general, sustainability and resource conservation. The City will have the opportunity to approve members of our staff that will be on-site at these events to staff a booth, or provide other City directed activities.



### 3.3.8 Customer Service



Specialty has demonstrated our commitment to engaging with the community in a collaborative manner with the City to drive greater levels of diversion for the City of Sunnyvale. It is a core business goal to continue to provide through this collection contract. We will meet the needs of the enhanced Technical Assistance requirements through additional staff at Specialty (including one staff member who will be responsible for the management and coordination of all SB 1383, AB 1826, AB 341, and AB 901 related activities and another who will be responsible for the implementation of outreach and education) and the use of a Subcontractor, which will be discussed in greater details in Section 3.4.6. To ensure we provide the highest level of service to the City, Specialty will employ 3 customer service representatives,

that will be overseen by a customer service manager. These individuals will assist in supporting the City in its desire to drive zero waste programs, promote environmentally focused service opportunities, coordination with the City, tracking and reporting in the customer service software.

Specialty will continue the tradition of forging strong community bonds and will work closely with the City to develop quality programs for residential and commercial customers throughout the



service area. These programs will be focused on continuously increasing recycling and diversion efforts, providing informational and hands-on educational efforts to help customers understand and correctly participate in our programs, and maintaining partnerships with schools, community, and non-profit organizations to ensure that these groups and those whom they benefit continue to thrive. In addition to providing basic information and instructions about our services, we believe public outreach should go a step further and comprehensively promote the kinds of environmental practices that will be thoughtful to how materials are managed, increase diversion, encourage reuse and innovation, and benefit the community for years to come. Specialty looks to support and partner with the City through this collaborative RFP and expanded Technical Assistance scope of work as described in Section 3.4.6

Specialty supports the City's goal in placing great importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of source reduction, reuse, recycling, and composting. Specialty agrees and will comply with the general provisions for public education and outreach, as follows:

1. Prior to the Commencement Date and by October 1 annually thereafter, Specialty will develop and submit an Annual Outreach Plan to promote Specialty programs. This Plan will specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how the annual public education budget will be spent.
2. Specialty will hold quarterly meetings to discuss services, outreach, and educational campaigns and request changes or adaptations to the Annual Outreach Plan.
3. Specialty will distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. Consistent with the current program, multiple media sources including print, radio television, electronic/social media, and events will be used to notify customers of the upcoming change in service and specific highlights to the new program offerings.
4. Specialty will work closely with the City in the development of outreach, educational and promotional materials, where the City will have final review and say on all materials. Outreach and educational materials will have consistent branding, color, font, look and feel; produced in English, Spanish and Mandarin; and photo-oriented to appeal to varied language and literacy levels. If required, outreach may contain additional languages in accordance with SB 1383 regulations. Our materials are produced digitally to be available on our website, in addition to be printed double-sided on 100% recycled and recyclable paper.
5. Specialty outreach materials will be provided for City facilities where members of the public can view and collect them during their visits.
6. Specialty will develop Non-Collection Notices and Courtesy Notices, with approval from the City, where all usage of these will be documented and reported to the City.

7. Our website will support both our customer service and outreach programs in a user friendly and professional manner. All outreach, program success, diversion statistics and relevant information will be posted to enhance customer understanding of the importance of waste diversion.

### 3.3.9 Emergency Collection Service






Specialty is willing and prepared to assist in emergency situations and provide support for the City. Specialty employees (management, truck drivers, mechanics, equipment operators, etc.) can be made available and equipped with hauling and material moving equipment to assist the City within twenty-four (24) hours of notification. Our staff and equipment are in various locations and would be available whenever necessary to assist and provide special services in the event of floods, earthquakes, other "acts of nature", war, civil insurrection, riots, acts of any government, other similar catastrophic events, and/or labor unrest. Specialty is prepared to provide a detailed Emergency Services Plan specific to Sunnyvale prior to commencement of a new agreement.

Given current global events related to the COVID-19 outbreak, it presents an important opportunity for Specialty to reassure the City that it will continue its essential public services during disasters. On March 28, 2020, the United States Cybersecurity and Infrastructure Security Agency declared solid waste activities to be an essential public service<sup>4</sup>. Specialty observes its important role in maintaining public services and will perform its duties as permitted by government and health agencies. Our Emergency Services Plan will follow closely the coordinated steps Specialty took for the Shelter In-Place that was recently enacted to slow the COVID-19 outbreak, as further described below.

#### Pandemic Protocol

Specialty released its COVID-19 emergency "**LEVEL 1**" response statement on March 17, 2020. In it, Specialty is taking the following actions to contribute to the City's effort combating the pandemic:

-  Specialty will expand the end-time of collection operations as needed to accommodate additional waste traffic while preserving the limited collection operations before 7:00 A.M.
-  Specialty is suspending its bin maintenance route except for bin repairs as needed to slow the amount of traffic and exposure the public and Specialty's drivers, encounter.
-  Specialty is reducing cart/bin tagging for overloading bins, as our company understands that this shock is not something every household has prepared for and may not be acclimated to the increase in home generated waste.

<sup>4</sup> <https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>

- ♻️ Specialty is remaining steadfast in its commitment to reduce contamination and improve the City's diversion program, so it will continue tagging carts and bins for excessive contamination.

Specialty is also ready to adapt to worsening scenarios as needed. Specialty will act in close cooperation with the City before deciding on escalating response scenarios. Upon an increased **"LEVEL 2"** pandemic scenario and with the approval of the Solid Waste Program Manager, Specialty will enact the following protocol:

- ♻️ Specialty will cancel bin maintenance routes altogether, excepting emergency bin repairs. An employee will be dispatched directly for such emergencies.
- ♻️ Bulky Goods/On-Call collection route will be cancelled.
- ♻️ C&D roll-off bins will be monitored and put on hold as needed to comply with SMaRT Station operations.

Upon City approval, Specialty could further enact **"LEVEL 3"** protocols to further reduce exposure, and account for possible staffing and infrastructure shortfalls. During such reductions, Specialty will prioritize the collection of putrescible wastes as those are the most likely to pose an immediate threat to public health.

- ♻️ Continue providing commercial and residential weekly waste collection at required service levels.
- ♻️ Reduce recycling and yard waste collection services to either:
  - Bi-weekly service
  - Whenever possible given available labor and resources
  - Upon an agreed to schedule between Specialty and the City

Specialty will work directly with the City, its employees, and its customers when implementing and adapting these plans as the situation evolves. A similar protocol to the one described above will be adopted during similar pandemic scenarios as needed.

### **Disaster Debris Protocol**

Sunnyvale's geographic location allows it to enjoy a lower risk of wildfire damage than many other parts of the state of California. However, due to the increasing length, severity, and frequency of wildfires within the state, Specialty understands that it will need to have plans in anticipation of the consequences of a major regional wildfire. Although Sunnyvale may not be directly impacted, such events can disrupt nearby populations and regional waste infrastructure in such a way to require Specialty to adapt its operations. Similar impacts to solid waste infrastructure could also occur as the result of floods, earthquakes, and/or other natural disasters.

### **Disposal Flexibility**





In California, wildfire debris can overwhelm local facilities and require transport to distant disposal facilities. As such, in the event of a major wildfire such as the Camp Fire, in Paradise, California November 2018, Specialty may find that its regular disposal sites are impacted. Impacts could

include staffing shortages, long wait times, disposal limits, and inaccessible biomass facilities for managing wood waste.

In the event that the local landfills are impaired to such an extent that Specialty's regular disposal is affected, Specialty is prepared to adapt. Specialty maintains relationships and communication with multiple disposal and waste recovery facilities both inside and outside of the San Francisco Bay Area. In the event of any disaster that affects the facilities, Specialty will make arrangements at alternative facilities. These facilities will be contacted daily to ensure capacity for the regular wastes of Sunnyvale as well as any disaster debris Specialty handles.

Disaster debris from major incidents may increase the amount of time Specialty's drivers spend in traffic and at the facility in order to transfer and dispose of waste. Specialty is prepared to, in collaboration with the City, extend driver and collection hours to ensure all wastes are removed in an efficient and timely manner for the duration of the delays.



Should Sunnyvale be directly impacted by a disaster, Specialty acknowledges its role as an essential service provider. Specialty will offer the following services to affected communities in order to contribute assistance where possible:

-  Additional bulky waste pickups free of charge for the duration of the emergency
-  Suspension of cart-tagging for cart overloading
-  Timely replacement of carts and bins damaged or destroyed by the disaster
-  Recordkeeping of tons collecting during the emergency






### **Flexibilities Built into Contract**


Specialty and the City of Sunnyvale will work together to balance the benefits of normal operating procedures and the emergency protocols enacted during a disaster. It is important to have a procedure to return to normal operations after a disaster, as well as having a plan and flexibility to adapt during extenuating circumstances. As such, Specialty's contract with the City should include provisions for collection services during a disaster, as well as a plan for transitioning back to normal operation.

Contract arrangements should be made with the City to afford Specialty some of the following flexibilities during a disaster. These permissions are to be used in the event of a relevant disaster impact and should remain in place only for the duration of the disaster.

-  **Collection Hours:** Specialty normally adheres to a set range of collection hours to minimize noise, traffic, and nuisance impacts on the community. During an emergency that results in service delays, Specialty may require more time to ensure that all customers receive adequate levels of service. This may involve collection beginning earlier in the morning and ending later in the afternoon. Additionally, circumstances may call for collections to be performed on irregular days.
-  **Waste Generation Forgiveness:** Specialty understands that the community, the City of Sunnyvale, and Specialty collectively are responsible for the reduction of waste generated

that is sent for disposal. While the generation of excessive waste is normally disincentivized through the use of higher-priced larger waste receptacles or fees, Specialty is compassionate to the plight of communities affected by disasters. For the duration of a disaster, Specialty would like contract flexibility to waive cart overloaded notices for communities overcoming disasters.

-  **Cart Maintenance and Upkeep:** Specialty is dedicated to moving California forward on its SB 1383 goals of statewide cart standardization. Normally, as part of this Specialty is prepared to update, relabel, and replace carts pursuant to SB 1383. However, in the event of a major disaster, such as the COVID-19 pandemic, relabeling and non-essential cart maintenance should be waived to reduce exposure and alleviate service loads during emergencies.
-  **Emergency Disposal of Recoverable Wastes:** Specialty maintains the right to dispose of excessively contaminated green, brown, and blue bins. However, Specialty will only reserve the option of disposing of well-sorted green, brown, and blue bins during extreme disaster scenarios. Successful recycling programs are hard-earned and ask for trust from the community that the waste handler will do their part to recover wastes set out in good faith for recycling. However, as waste disposal is an essential public service, Specialty may require the use of its strained resources during a disaster to prioritize solid waste removal to landfill. If the operation of a MRF or sort line is made unsafe or impossible during a disaster, Specialty would like the flexibility to dispose of source separated recyclable and compost during a disaster.
-  **Disposal Facility Options:** Disasters can present both logistical and financial pressures on disposal operations. Specialty would like to reserve the option to dispose of waste material at any permitted landfill available during a disaster scenario. This option affords Specialty the ability to remove of waste in a timely manner, even in the event that some disposal facilities are overwhelmed.
-  **Use of Temporary Non-Union Workers:** Specialty prides itself on supporting and working with union employees to ensure positive collaboration between the company and its workforce. During emergencies, there could be increased demand for Specialty's operations and reductions in workforce. If for instance, during the COVID-19 pandemic, there could be a loss in workforce in addition to an increased need for labor. Specialty requests permission to hire supplementary employees outside of union contracts for the duration of a City recognized disaster. Non-union temporary employees may become union employees or be dismissed after the official termination of the disaster.
-  **Forgiveness of Liquidated Damages:** Specialty will service all commodities but given the circumstances we expect that any liquidated damages associated with the change in operations should be forgiven. This is especially true of those events outside of the ability of Specialty to control.

 Recordkeeping: During an emergency, additional tons of disposal may be generated that could adversely impact a City's diversion rate. In order to best prepare the City to submit a 'disposal modification' to CalRecycle, these tons should be tracked closely so they can be appropriate re-assigned. Specialty will maintain records of all tons collected during, or as a result of an emergency in order to adjust these disposal numbers appropriately, as needed.



### 3.4 New or Modified Services









The new and modified services present an expansion of core services to assist the City in achieving compliance with SB 1383, as well as the addition of several enhancements to current customer services. Once fully rolled out these combined programs provide an estimated 11,963 tons a year of new diversion from landfill by 2023. Together this could bump the City-wide AB 939 Diversion Rate up by 4.3% as described by the following table. Additional tonnage could be diverted through new tons from existing programs, considered in core collection services, as well as enhancements at the SMaRT Station.

		
Program Description	Tons Diverted Per Year	% Increase in City-Wide Diversion Rate
MFD Organics - FoodCycle	7,926	2.83%
MFD Organics - Yard Trimmings	1,205	0.43%
<b>Total MFD Diversion</b>	<b>9,131</b>	<b>3.26%</b>
Commercial Organics Phase 1	577	0.21%
Commercial Organics Phase 2	289	0.10%
Commercial Organics Phase 3	288	0.10%
Commercial Yard Trimmings	400	0.14%
<b>Total Commercial Diversion</b>	<b>1,554</b>	<b>0.55%</b>
MFD Bulky Items	640	0.23%
MFD Bulky Reuse	148	0.05%
<b>Total Bulky Item Program Diversion</b>	<b>788</b>	<b>0.28%</b>
City Yard Trimmings Collection	490	0.18%
<b>Total City Organic Diversion</b>	<b>490</b>	<b>0.18%</b>
<b>Total Diversion Improvements</b>	<b>11,963</b>	<b>4.27%</b>

#### New or Modified Proposal Highlights

- ♻️ Enhancement of services in a cost competitive manner
  - ✓ Addition of SB 1383 required programs in addition to other service enhancements
  - ✓ City-wide organic collection in a logical, SB 1383 compliant approach

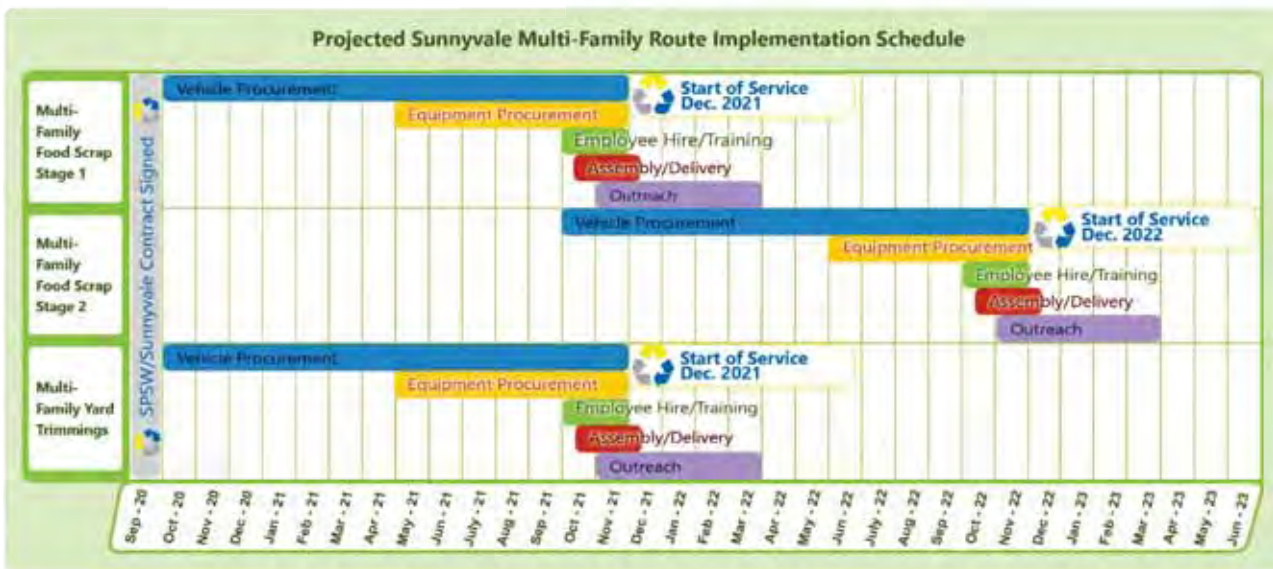


-  Commitment to technological innovation
  -  The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City.
  
-  The Use of Subcontractors to Enhance Programs
  -  Container swap-out and labelling
  -  Technical assistance at two discreet service levels
  -  Downtown collection scout services
  -  Clean-fueling infrastructure and supply
  
-  Discussion of Fleet Fueling Requirements and the Future of Electric Garbage Collection

### 3.4.1 Multi-Family Organics



Specialty understands that by diverting organics from multi-family dwellings (MFDs) the City will enhance its pursuit of zero waste and ensure compliance with the requirements of SB 1383, AB 1826, AB 341, and AB 901. Capturing organics from MFD complexes will be challenging and may require tailored approaches depending on the characteristics of each Complex. Specialty has developed a thoughtful phased-in approach that prioritizes the need to divert organics, cost effectively and in a customer friendly manner.







As discussed further in Section 3.4.7, Specialty is proposing a two-phased approach to the roll-out of food scrap (FoodCycle) collection for MFDs, where the roll-out of yard waste collection would occur within the first phase.

### Evaluation of FoodCycle Collection

There are approximately 1,116 MFD complexes in the City, of which the majority of Complexes have under 50 units. The Complexes have been further divided into 'Medium' which are 50 – 100 units and 'Large' which have over 100 units. The following table summarizes the distribution of sizes of Complexes within the City, and importantly their estimated disposal and quantity of food scraps within their disposal stream.

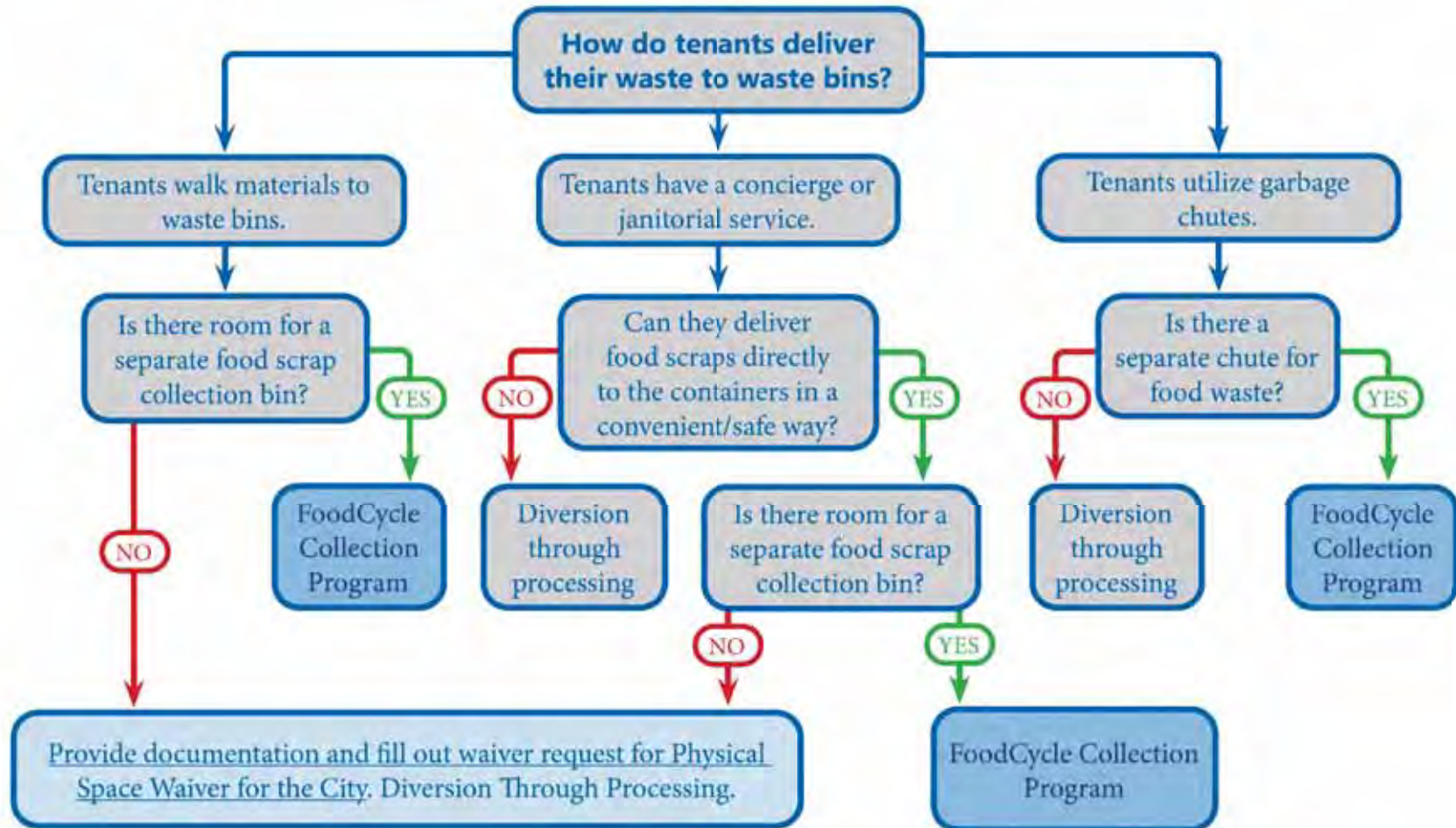
	Small Under 50 Units	Medium 50-100 Units	Large 100+ Units
Complexes	1,007	47	62
Units	7,142	3,403	13,413
Population	19,276	9,185	36,202
Estimated Disposal	12,719	6,060	23,886
Estimated Food Waste in Disposal Stream	2,562	1,113	4,812

Specialty is proposing that all medium and large complexes be audited for their ability to subscribe to FoodCycle collection. Several factors would be considered during this audit to determine their ability to comply with FoodCycle, which include:

-  How do tenants deliver their materials to the solid waste containers?
-  Can a concierge and/or janitorial service assist with FoodCycle collection?
-  Would the building be willing to pilot separate food scrap collection chutes?
-  Is there space available for a FoodCycle container in the container storage area?

Specialty is proposing the following 'Criteria Flow Diagram' to assist in understanding how these complexes may be evaluated for FoodCycle collection. It is our proposal that these initial evaluations and screenings would be conducted by Specialty's SB 1383 Compliance Manager (see Section 3.4.8) and the Technical Assistance Provider (see Section 3.4.6), where the City would provide ultimate approvals and waivers for Complexes that are unable to subscribe to FoodCycle, as detailed on the following page.

## Criteria Flow Diagram Specialty Solid Waste and Recycling





It is important to note that complexes that would not subscribe to FoodCycle collection would still be provided with organic diversion programs through the processing capabilities at SMaRT Station.

Specialty proposes the following roles and responsibilities for the evaluation of MFD complexes.

**Customer:** To allow Specialty, City, and/or the Technical Assistance provider access to the complex and the bin collection area. To inform the on-site team about how materials are taken to the collection areas and the roles, responsibilities, and contact information of any third-party concierge service that might be working on-site.

**Specialty:** To work with the City and the Customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions that prevent the placement of a separate container. In addition, should the complex not contain the logistical capabilities to allow for customers to place source separated food materials in a separate collection bin, they would be identified as needing Diversion Through Processing. Specialty will identify the MFD complexes in their desk review of customers, and work with the City and/or the Technical Assistance (Sub-Contractor) to conduct on-site review of bin enclosures and interviews to understand how tenants are delivering their materials to the bins. Documentation, including photographs and notes, will be taken and put into the customer account notes (using selected technology.) Specialty and/or the Technical Assistance (Sub-Contractor) will complete the Physical Space waivers (or others as directed by the City) as appropriate and submit to the City for review and approval. Specialty will service containers and manage contamination appropriately and in accordance with this contract.

**The City of Sunnyvale:** To work with Specialty and the Customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions, or other logistic restrictions, that prevent the placement of a separate container. For all sites that the City visits, City staff will document the collection area, collection logistics, or other pertinent information by use of photographs and notes and

### Single Stream Recyclables

Specialty has discussed the use of single stream recyclable collection as a space saving measure to enhance the ability to provide food scrap collection at MFD Complexes.

Single stream recycling presents challenges, both from the collection perspective, where currently it would require a purchase of a new collection vehicle and routed, as well as at the SMaRT Station that currently does not have an efficient processing line to accommodate the materials.

This program was initially presented to find a solution to complexes that have limited space for collection containers. We foresee challenges at some locations where processing considerations must be made to accommodate flexibility in the recycling streams or ensure organic diversion through solid waste processing. Specialty is ready and willing to work with the City on finding both collection and processing solutions for these harder to serve customers.

will be uploaded into the customer account notes (using selected technology.) The City will ultimately approve all waivers and designations the MFD complex will subscribe to Diversion Through Processing. Additionally, the City will be responsible for creating and passing an ordinance describing various requirements of SB1383, AB 1826, AB 341, and AB 901, to include that MFD complexes that utilize third-party contractors that do not use City approved outreach and education materials will face fines.

The evaluation of MFD complexes would occur during the Summer of 2021 to ensure there is time to gather all necessary information about the complexes, process any waivers that might be necessary and prepare appropriate outreach for the complexes.

Specialty is proposing the City consider the following waivers that should be incorporated into a City Ordinance (see example provided in Attachment B for City consideration). These waivers could be applicable to solid waste customers, commercial generators, and special events who could be allowed to waive all, or some, of the collection requirements under specific conditions.



These could include:

- **Physical Space Waiver:** The generator may meet the requirements under the "Physical Space Waiver" because it is determined by the City that there is inadequate space required to safely store containers for recyclable materials and/or organic materials on-site and that it is infeasible for the solid waste customer to share recyclable materials or organic materials containers with adjacent commercial facilities or multi-family dwellings. Under a physical space waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.
- **De Minimis Waiver:** If the generator's total solid waste collection services are 2 cubic yards or more per week, where the organic waste subject to recycling or organics collection is less than 20 gallons per week per container, they may be eligible for a de minimis waiver. Additionally, a generator may also apply for a de minimis waiver if they generate less than two cubic yards per week and produces less than 10 gallons of the divertible waste per week. Generators may seek waivers for both recyclable blue-bin waste and brown-bin waste if the generator meets these requirements. Under a de minimis waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.



- **Logistics Waiver:** The City will work with businesses and property owners to find opportunities and workable solutions for the diversion of organic waste and recyclables. If all workable options have been exhausted without a viable solution, then the business or property may apply for a logistics waiver. Under such a waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics. The City may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this ordinance if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, engineer, or similarly qualified source demonstrating that its premises lack adequate space for separating any of the organic wastes.
- **Other:** Compliance with the collection services will result in violating City zoning or other regulations. Under an "other" waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.

The following table is a breakdown of the current MFD complexes by service size. The de minimis waiver could be applicable to 730 complexes. However, these complexes likely require tenants to walk their materials to the collection containers, where tenants would be able to more easily walk their source separated food waste to the appropriate container. Although some may be applicable for a waiver, it is also possible these are the easier complexes to accommodate source separated

 <b>MFD Food Scrap</b> Breakdown by Service Level 		0-2 cubic yards	2-4 cubic yards	4+ cubic yards	Total
		Complexes	730	131	225
Units	2,799	1,126	20,033	23,958	
Population	7,555	3,039	54,069	64,663	
Estimated Disposal TPY	4,985	2,005	35,675	42,665	
Estimated Food Waste in Disposal Stream	1,235	497	8,837	10,569	

food waste. Specialty believes that a FoodCycle collection program should be implemented wherever possible, in a collaborative and customer friendly way with the MFD complexes.

### Yard Trimming Evaluation

Similar to the evaluation for FoodCycle, Specialty proposes that ahead of implementation of service there should be a high-level evaluation for yard trimming services. This review will first evaluate those complexes that will likely require yard trimming services based on their level of service and characteristics of the Complex. This desk review will focus on two distinct sectors of Complexes.



The graphic features a title 'MFD Yard Waste Breakdown by Service Level' centered between an illustration of a multi-story building on the left and a green yard waste bin on the right. Below the title is a table with five columns: '0-2 cubic yards', '2-4 cubic yards', '4+ cubic yards', and 'Total'. The rows represent different metrics: 'Complexes', 'Units', 'Population', 'Estimated Disposal TPY', and 'Estimated Yard Waste in Disposal Stream'.

	0-2 cubic yards	2-4 cubic yards	4+ cubic yards	Total
Complexes	730	131	225	1,116
Units	2,799	1,126	20,033	23,958
Population	7,555	3,039	54,069	64,663
Estimated Disposal TPY	4,985	2,005	35,675	42,665
Estimated Yard Waste in Disposal Stream	188	75	1,343	1,606

1. Complexes that have 2 cubic yards of service or greater. There are 386 Complexes that have service levels greater than 2 cubic yards per week. Although the table below summarizes approximate yard trimmings for each level of service, it is likely that the deviations are different in reality<sup>5</sup>.
2. MFDs that are very small (duplex, quadplex etc.) are more likely to have yards and landscaping. Small complexes have been further subdivided into the categories below. Although the tonnages are relatively small using the waste characterizations, the realities in the field could be different dependent on the amount of landscaping at the units. The 844 complexes of 2-10 units will be targeted for additional review to determine if they have landscaping that would warrant separated yard waste service.

<sup>5</sup> These estimates are based on the Statewide Characterization study published by CalRecycle in 2014. These are not specific to MFD complexes, which would be heavily impacted by the amount of landscaping present at the Complex.





	2- 10 Units	11- 20 Units	21-50 Units
Number of Complexes	844	94	69
Number of Units	3,397	1,436	2,309
Population	9,169	3,876	6,232
Estimated Disposal	6,049	2,557	4,112
Estimated Yard Waste in Disposal Stream	228	96	155

Specialty, or its Technical Assistance provider, will further refine the list of complexes by conducting first a 'google-earth' review of the complexes to determine which complexes have green space or other landscaping. These would then be confirmed through a 'drive-by' evaluation to assess which complexes, of the 1,230, to confirm landscaping is significant enough to result in yard trimming debris. For example, if the landscaping is predominantly containers, drought tolerant etc., these would unlikely produce enough yard trimmings to warrant a subscription to service. This evaluation would likely require 6-8 weeks and would be conducted the Summer of 2021.

From the refined list of complexes, Specialty and the Technical Assistance provider will send mailers informing the customers of the availability of yard trimming collection services. Specialty would then follow one of the following protocols, depending on the City's preference.

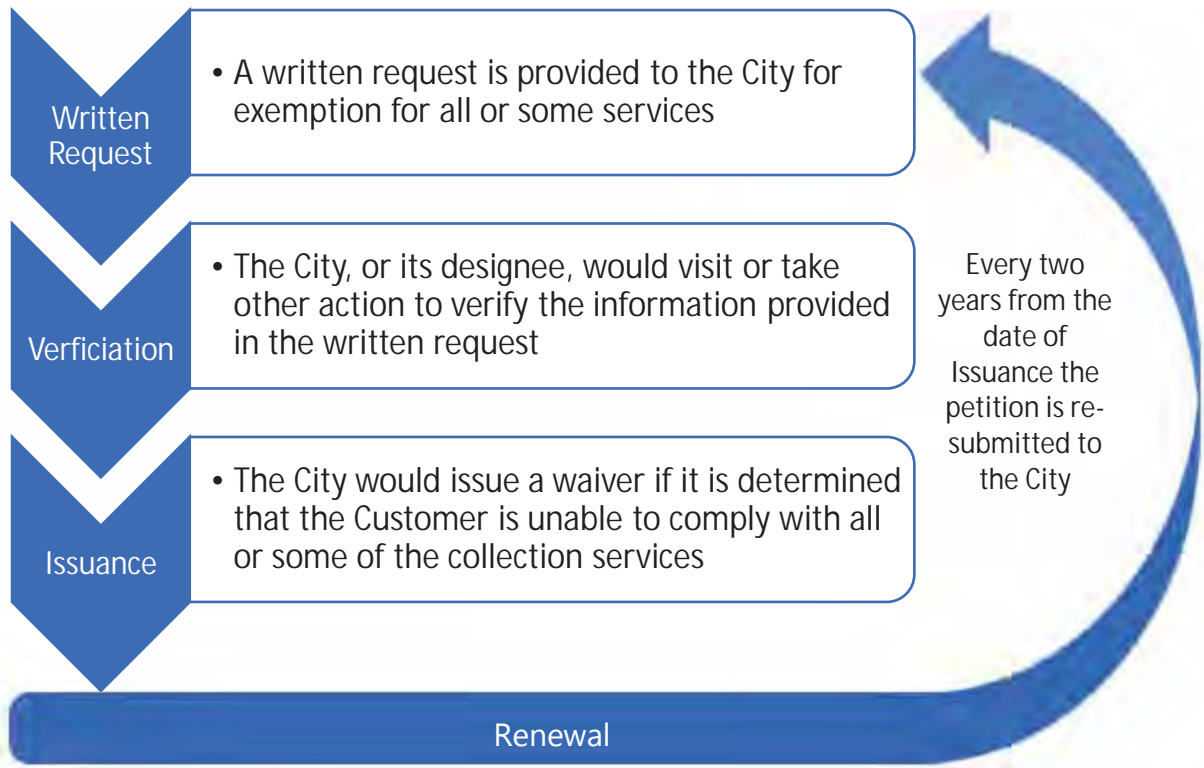
1. **Auto-Subscription:** Specialty will roll-out yard trimming services to all facilities that meet the threshold, determined through the initial evaluation. This would be most effective should the City pass an ordinance requiring subscription to organic programs. Other complexes can be routed with these that fall within the lower thresholds over time.
2. **Customer Requested Subscription:** Specialty, the technical assistance provider and/or the City will follow-up on the mailers with each individual complex to query if they require service. For those that utilize landscaping services that remove the yard waste, they will be noted into the customer service accounts. This outreach will encourage complexes to subscribe to yard waste service in order to remove any yard waste from the disposal stream.

Through route audits and composition studies at the SMaRT Station, if it is identified that there is yard waste coming from MFD complexes, Specialty, the Technical Assistance provide, and/or the City will provide further information to the Complexes on the availability of yard trimming collection, and potentially the fines associated with non-compliance with the City Ordinance that requires diversion of organic waste (if applicable). In this way the complexes that were exempt from the initial evaluation may be targeted for service if it is demonstrated that they are producing yard waste that would require diversion.

Complexes may be eligible for applicable waivers, as previously described, this would be determined through the waiver process suggested below.

### Waiver Process

The following steps are to be completed prior to the issuance of a City waiver to exempt a customer from subscribing to any otherwise required diversion service.



### Collection Program

Specialty will service the MFD complexes using front-load collection vehicles that have cart tippers, in the event carts are utilized for FoodCycle. We expect two front-load vehicles will be used for the MFD FoodCycle collection, phased in over two-collection phases, where only one front-load vehicle will be required for yard trimming collection. This yard trimming route will also service commercial and City yard trimming accounts. Please note that this is the current estimate

of levels of service needed, where adjustments will be made over time if higher levels of service are required for diversion of the complexes.



### Customer Participation

The key to customer participation is in education, understanding about why the program is important, convenience and ease of use. The most challenging aspect of organics collection to MFD complexes will be surrounding FoodCycle, where yard trimming collection will likely be managed by the existing landscape companies. Conversely, all tenants in a complex will be targeted to participate in FoodCycle which presents much greater outreach and education lift.

Summary of Equipment and Personnel Requirements		
	FoodCycle Collection	Yard Trimming Collection
Front-Load Vehicle <sup>5</sup>	2	1
Carts	900 x 35 gallon	1,000 x 95 gallon
Bins	200 x 1 -cubic yard	300 x 1 cubic yard 200 x 3 cubic yard 30 x 6 cubic yard
Other Equipment	15,000 x Food Scrap Pails 15,000 x BioBags	N/A
Drivers	2	1

<sup>5</sup> Vehicle spares are included in the Commercial Organic Routing.

In partnership with the City, Specialty and the Technical Assistance Provider will work to provide a robust education and outreach program. This will educate complexes on the need to divert food scraps, free from contaminants, into the FoodCycle containers. For the FoodCycle collection routes customers will be asked to place their food scraps in the collection pails and then deliver the contents of those pails to another receptacle in the apartment complex.

-  For those tenants that currently walk their materials to the solid waste collection area, this will require the delivery of the contents of the food scrap pail directly into the centralized collection container.
-  In other buildings that utilize concierge services or waste chutes, slim jims, or other decentralized collection points, will be staged next to where recyclables and solid waste are delivered by tenants. Making use of these existing locations and adding an additional bin will provide the most convenient option for tenants. From those collection points, the


food waste will be taken to the carts or bins outside of the building by the janitors and/or concierge services.

- Specialty is also open to piloting the use of designated food waste collection chutes. complexes that would like to try this collection approach will be given an appropriately sized container to collect the food scraps and appropriate outreach to place outside of the collection chutes.

Both FoodCycle and yard trimming routes will utilize front-load collection vehicles. For a description of front-load collection please see Section 3.3.2.

**Diversion Rate Impact**

Using best available information, Specialty has developed some target diversion tons for each program. It is assumed that each program will capture 75% of the total materials within the stream, to become compliant with SB 1383 and at full roll out by 2023 it will result in an increase of the City’s total diversion rate by 3.26% per year.

		
	Tons Diverted per year by 2023	% Increase in City-Wide Diversion Rate Per Year
MFD Organics - FoodCycle	7,926	2.83%
MFD Organics - Yard Trimmings	1,205	0.43%
Total	9,131	3.26%

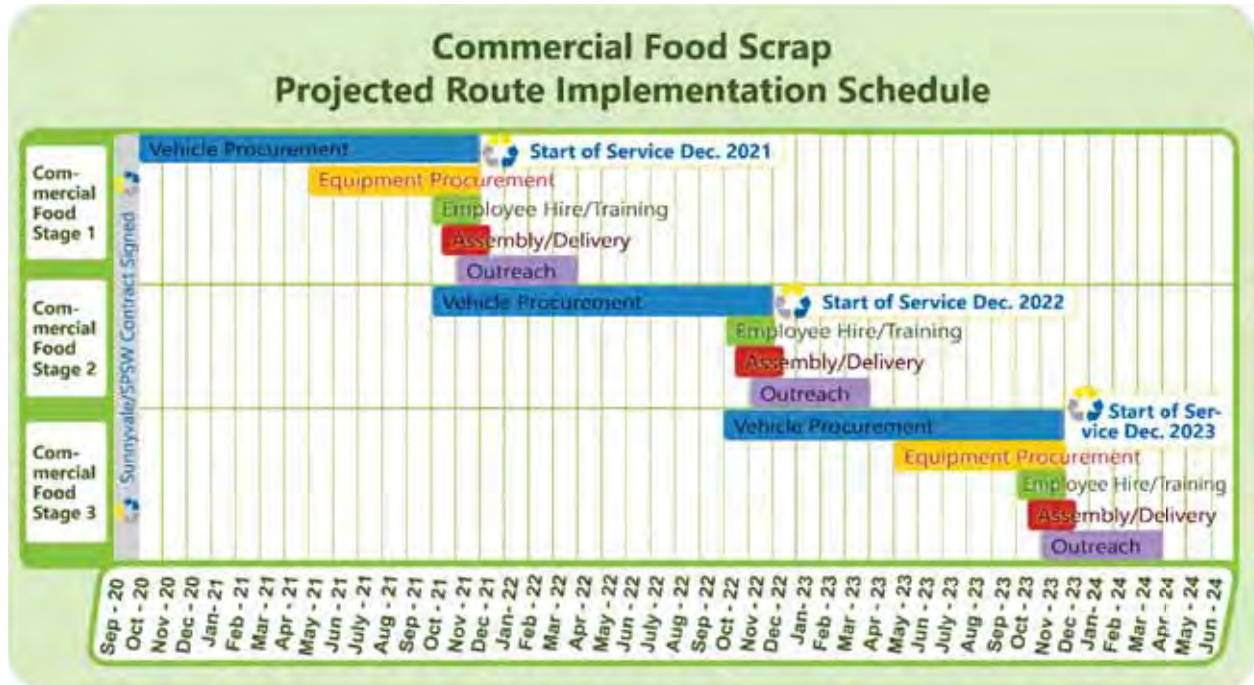


### 3.4.2 Commercial Organics





The expansion of organics collection is vital for compliance with both AB 1826 and SB 1383, where commercial businesses in the City of Sunnyvale disposed approximately 14,440 tons of solid waste in 2018 (the last reportable year) and are required to subscribe to organic collection services under these regulations. The threshold for compliance under AB 1826 will likely drop in 2020 to 2 cubic yards of solid waste service per week, with an expectation to start in the beginning of 2021, where an expansion of current collection operations is needed to meet the required thresholds.

Specialty is proposing to roll out food scrap collection services in three phases to all commercial businesses in the City of Sunnyvale unless they are provided a waiver from the City. Services will start December 2021, where the final phase will be complete December 2023 in order to fully comply with the requirements of SB 1383. This phase in is fully described in Section 3.4.7.



### Commercial Food Waste Analysis

Specialty has summarized the number of commercial businesses that require food scrap collection in order to be compliant with the required thresholds dictated under AB 1826 (2017-2022), and SB 1383 (2022). The following table summarizes the number of businesses that need to be provided food scrap collection for each compliance year. The 2022 threshold includes all businesses in Sunnyvale and is upper-bound as some businesses may likely meet waiver requirements.

 <b>Commercial Generators</b> Required Number of Businesses for AB 1826 and SB 1383 Compliance 					
	2017	2018	2019	2020	2022
Total	60	106	568	1,174	4,604

The following table summarizes the amount of food waste that was collected in 2018 and will likely be produced by these businesses in the three phases of collection. In order to fully comply with SB 1383 food scrap collection would need to be provided to all businesses in Sunnyvale unless it can be demonstrated they meet one of the waiver requirements of SB 1383, or otherwise determined by the City. Specialty has provided a model ordinance in Attachment B in addition to a suggestion of waivers as provided in Section 3.4.1 for both MFD and commercial generators.

 <b>Commercial Generators</b> Estimated Food Waste Tons Recovered AB 1826 and SB 1383 Compliance 				
	Current 2018 Data	Phase 1 December 2021	Phase 2 December 2022	Phase 3 December 2023
Total (TPY)	3,510	4,087	4,476	4,664

### Commercial Yard Trimming Analysis

Specialty proposes that ahead of implementation of service there should be a high-level evaluation for yard trimming services among commercial businesses. This review will first evaluate those businesses that will likely require yard trimming services based on their level of service and characteristics.

Using the California Statewide Waste Characterization, we can begin sorting commercial entities into tiers of those generators who are more likely to produce yard waste. A list of businesses in the City of Sunnyvale has been provided in Attachment C which has been sorted by those who are more likely to need yard waste collection to those that are less likely to require yard waste collection. The table below provides a high-level summary of the number of businesses in each category.



Estimated Yard Waste Generation	Business Count	Tons/Year Yard Waste (estimated)	%
40+ TPY	5	74	7%
20-40 TPY	20	138	13%
10-19 TPY	25	85	8%
4-9 TPY	141	236	22%
1-3.9 TPY	1,765	206	19%
Less Than 1 TPY	4,143	341	32%
<b>Total</b>	<b>6,099</b>	<b>1,079</b>	<b>100%</b>

By using these high-level estimates, it is possible to provide a more in-depth review of these businesses to assess the need for yard trimming collection. Specialty, or its Technical Assistance provider, will further refine the list of Commercial Businesses by conducting a 'google-earth' review to determine which businesses have landscape that would require yard trimming collection, that would be refined by drive-by evaluations. For example, if the landscaping was predominantly containers, drought tolerant etc., these would unlikely produce enough yard trimmings to warrant a subscription to service. This evaluation would likely require 6-8 weeks and would be conducted the Summer of 2021.

From the refined list of businesses Specialty and the technical assistance provider will send mailers informing the customers of the availability of yard trimming collection services. Specialty can then follow one of the following protocols, depending on the City's preference.

1. **Auto-Subscription:** Specialty will roll-out yard trimming services to all facilities that meet the threshold, determined through the initial evaluation. This would be most effective



should the City pass an ordinance requiring subscription to organic programs. Other businesses can be routed with these that fall within the lower thresholds over time.

2. **Customer Requested Subscription:** Specialty, the technical assistance provider and/or the City will follow-up on the mailers with each individual business to query if they require service. For those that utilize landscaping services that remove the yard waste, they will be noted into the customer service accounts. This outreach will encourage businesses to subscribe to yard waste service in order to remove any yard waste from the disposal stream.

Through route audits and composition studies at the SMaRT Station, if it is identified that there is yard waste coming from commercial generators, Specialty, the technical assistance provide and/or the City will provide further information to the generators on the availability of yard trimming collection, and potentially the fines associated with non-compliance with the City Ordinance that requires diversion of organic waste (if applicable). In this way the businesses that were exempt from the initial evaluation may be targeted for service if it is demonstrated that they are producing yard waste that would require diversion.

Businesses may be eligible for applicable waivers, as previously described, that would be determined through the waiver process suggested below.

### **Collection Program**

A total of four new food scrap routes will be required to service the City by using front-load collection vehicles in three phases. Also, two additional trucks will be needed to use as spares for the MFD FoodCycle and yard trimming collection, and expanded City yard trimming collection. Specialty will service the commercial yard trimming route in conjunction with the MFD and City yard trimming accounts in one phase. Please note that this is the current estimate of levels of service needed, where adjustments will be made over time if a higher level of service is required for diversion of the commercial businesses. For a description of front-load collection please see Section 3.3.2.

### **Customer Participation**

The key to customer participation is in education, understanding about why the program is important, convenience and ease of use. Food Scrap Collection will likely require the largest amount of technical assistance, outreach and education. Customers understanding the importance of keeping contaminants out of the waste stream and what items are allowable are of utmost importance. Additionally, generators must also be educated on new collection programs of food scraps as a part of their current business operations. This is particularly important for food service industries, whose kitchen and restaurant operations will likely need additional collection bins, signage for employees and customers and support as individuals become accustomed to the new collection program. Yard trimming collection will likely be managed by the existing landscape companies, where communicating to the contract holder as well as the landscape manager on the importance of keep yard waste materials clean will be the

focus of the program. In partnership with the City, Specialty and the Technical Assistance Provider will work to provide a robust education and outreach program.

 <b>Food Scrap &amp; Yard Trimming</b> Summary of Equipment and Personnel Requirements 		
	Food Scrap Collection	Yard Trimming Collection
Front-Load Vehicle	4 (plus 2 spares)	1
Carts	1000 x 35 gallon	1,000 x 95 gallon
Bins	100 x 1 -cubic yard	300 x 1 cubic yard 200 x 3 cubic yard 30 x 6 cubic yard
Drivers	4	1

#### Diversion Rate Impact

Using best available information Specialty has developed some target diversion tons for each phase of the program. It is assumed that each program will capture 75% of the total materials within the stream, to become compliant with SB 1383. After full roll-out of the commercial food scrap collection and yard trimming collection we estimate an increase to the City's total diversion rate by percent per year.

 <b>Commercial Diversion</b> Estimated Tons and Percent Diverted with Food Scrap & Yard Waste Collection 		
	Tons Diverted	% Increase in City-Wide Diversion Rate
Commercial Food Scraps Phase 1	577	0.21%
Commercial Food Scraps Phase 2	289	0.10%
Commercial Food Scraps Phase 3	288	0.10%
Commercial Yard Trimmings	400	0.14%
<b>Total</b>	<b>1,530</b>	<b>0.55%</b>

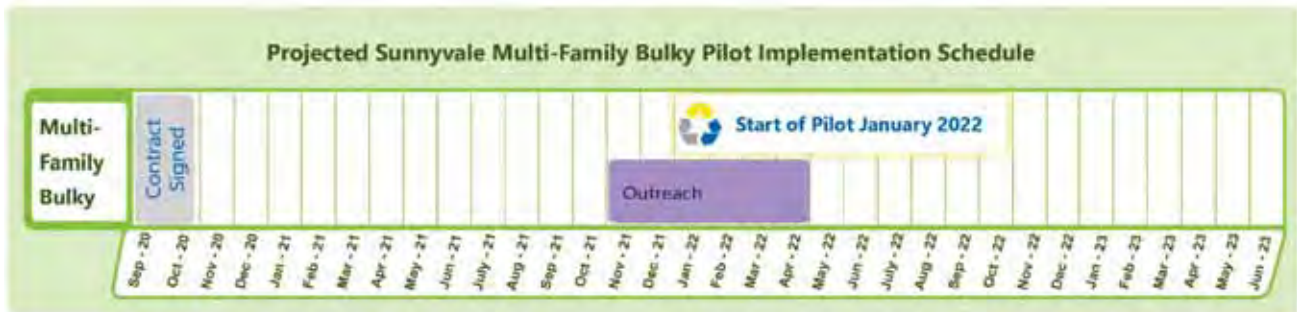
### 3.4.3 Multi-Family Bulky Collection (Pilot)



Specialty is eager to partner with the City on a unique and specially tailored MFD Bulky Item Collection Program. This pilot program is designed to allow the City and Specialty to gather information about a potential full-scale program, including costs and customer participation. Complexes need the ability to divert and dispose of bulky goods in a safe and convenient way. Bulky goods that cannot be easily captured from a collection stream pose a potential contamination issue for the regular collection stream as they are inappropriately disposed in bins, placed beside the collection containers, or worse, illegal dumped around the City. It is Specialty's primary goal to provide a program that is equitable to Sunnyvale customers, convenient and cost effective for the MFDs, where elements of the reuse

program may be added to aspects of the full scale collection program to increase the recovery of items in the City. As a cost saving measure, equipment from the proposed Reuse Program will be used to service the Pilot. The flat bed and driver will be able to adequately service the Pilot Program. The Pilot would be implemented starting January of 2022 for a 6-month period. After this time Specialty and the City will discuss success, limitations and a plan to best implement the program on a larger scale.

#### Evaluation of MFD Bulky Item Collection



As previously presented, there are a total of 1,116 MFD complexes in the City that produce an estimated 42,665 tons of waste per year. Using the CalRecycle MFD Waste Characterization Study published in 2014, approximately 3% of items disposed by MFDs are bulky goods. These complexes would produce approximately 1,280 tons of bulky goods per year. This estimate provides a benchmark for this program, and the proposed Reuse Collection Program (Section 3.4.4) to work toward.





The graphic features an illustration of a multi-story apartment building on the left and two front-loading washing machines on the right. The title 'Multi-Family Disposal by Tiered Service Offering' is centered in a bold, blue font.

Size of Complex (Units)	Small: Under 50	Medium: 50 - 100	Large: 100+ Units	Total
Number of Complexes	1,007	47	62	1,116
Units	7,142	3,403	13,413	23,958
Population	19,276	9,185	36,202	64,663
Estimated Disposal	12,719	6,060	23,886	42,665
Estimated Bulky Items	382	182	717	1,280

Specialty is proposing providing a pilot that would target two small, one medium and one large complex.

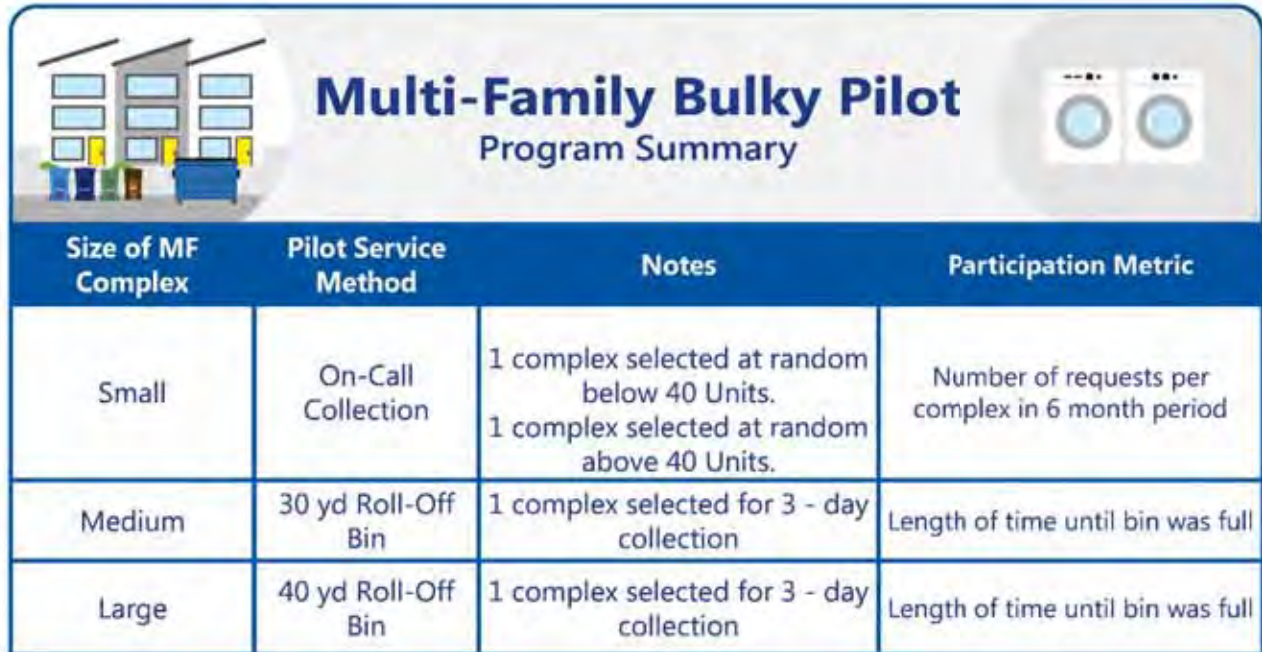
#### Medium and Large Complex Pilot

Specialty would provide one schedule collection event at each medium and large complex. A scheduled clean-up event, that will last 3-days, will be provided to each of the piloted complexes once per year. Specialty will work with complexes in advance to schedule the events and determine the most appropriate designated collection area. Specialty, or the City, will communicate with the management about the availability of this service to encourage them to participate in the clean-up events. Outreach information regarding the dates and allowable materials will be distributed to the complex where they may post, or otherwise distribute, this information to the tenants to inform them in advance of the clean-up. The specific outreach will be created by the City, unless otherwise designated to Specialty, and could include postcards, posters, flyers or other outreach deemed appropriate by the City. Specialty will provide bins based on the size of the complex as detailed by the table below. Participation in the event will be measured by the speed at which the bins become full. Bins would only be collected once, where if the bins become full day 1, it will be collected and taken to SMaRT for processing. The results of the pilot will be recorded including the day the bin was filled, the total tons of materials collected and a description of types of materials collected. This information, bundled with costs of the service, can be used to extrapolate the participation of bulky collection across all medium and large complexes in the City.

#### Small Complex Pilot

Small complexes could be challenged with having sufficient room to stage roll-off containers for prolonged periods of time. It is Specialty's suggestion to pilot on-call bulky item collection services over a 6-month period instead. Tenants will be permitted to call-in and schedule a collection event for a maximum of 2 items. Bagged garbage will not be permitted for collection. For the purposes

of the Pilot limitations on the number of on-call services will be placed on each Complex, calculated at a rate of 50% of the number of units. (For example, a 20-unit complex will be limited to 10 on-call service days and a 50-unit complex will be limited to 25 on-call service days.) Information about these on-call services will be provided through the standard outreach provided to MFD complexes. The tenants will be responsible for calling the City, or if authorized Specialty, to request the service a minimum of 5 business days in advance.



The graphic features a blue header with a building icon on the left, the title "Multi-Family Bulky Pilot Program Summary" in the center, and two washing machine icons on the right. Below the header is a table with four columns: "Size of MF Complex", "Pilot Service Method", "Notes", and "Participation Metric".

Size of MF Complex	Pilot Service Method	Notes	Participation Metric
Small	On-Call Collection	1 complex selected at random below 40 Units. 1 complex selected at random above 40 Units.	Number of requests per complex in 6 month period
Medium	30 yd Roll-Off Bin	1 complex selected for 3 - day collection	Length of time until bin was full
Large	40 yd Roll-Off Bin	1 complex selected for 3 - day collection	Length of time until bin was full

During this time, the City (or Specialty) representative may ask questions to screen the items for their ability to be reused. Additionally, the tenant will be asked to describe in detail the items that will be collected<sup>6</sup>. This will allow Specialty to route the collections, and if available, service multiple locations at once. Drivers will be instructed to only collect items that are noted for collection, to prevent unauthorized placement of materials at the collection point. In the event a complex reaches the maximum number of pick-ups within the 6-month timeframe, Specialty and the City should continue to log the number of calls to fully measure potential participation for an on-call service. The results of the pilot will be recorded including the total number of on-call collections completed, the total number of on-call collections requested (if different), the total tons of materials collected, a description of types of materials collected and tons of materials designated as a reuse item if applicable. This information, bundled with costs of the service, can be used to extrapolate the participation of on-call bulky collection across small complexes in the City. Additionally, it could be considered to expand on-call as a replacement to the scheduled bulky collection events, or vice versa.

<sup>6</sup> The technology available through Soft-Pak could allow tenants to email photos of the items, which can be used during this screening process and also added to customer accounts for recordkeeping. These photos, which could be made available to the drivers via the tablets, can be used to ensure the driver is collecting the appropriate materials.

### Collection Program

Specialty will service the MFD complexes using a flat-bed collection truck fitted with lift gate and a boom. As the program is in Pilot phase, the flat-bed vehicle purchased for the Reuse Program will be used to complete this pilot. After completion of the 6-month pilot it can be decided if the program should be expanded to accommodate larger scale collection, and additional truck and containers may be procured.

This service will be rolled-out by January of 2022, where clean-up events and on-call collection can begin being scheduled for a maximum period of 6 months.





 <b>Multi-Family Bulky Pilot</b> Summary of Equipment and Personnel Requirements 		
	Scheduled	On-Call
Flat Bed Collection Trucks with Lift Gate and Boom	1	1 (Shared with Tier 1)
Bins	1 x 30 cy roll-off bin 1 x 40 cy roll-off bin	N/A

*Please note that Bulky Item Collection will be limited to strictly bulky good items, and not bagged loose trash items.*

### Customer Participation

Specialty and the City will pick two small, one medium and one large complex for the pilot program. The program will be advertised to each complex management and tenants through a variety of methods, as will be determined by the City. Specialty suggests the use of posters, newsletters, postcards and on-site visits as ways to inform complexes and their tenants about the availability of these programs. Tenants should be informed of how the program works, which number to call, when the scheduled dates of the clean-up events are (if applicable), what types of items are included in the events and where to get more information.

### Clean-Up Events

-  Events will be scheduled in advance with the complex management.
-  A pre-designated location will be selected that can accommodate the collection bins.
-  Tenants will be informed of the Clean-Up events in advance of the event, through the outreach platforms, such as posters, postcards and flyers.
-  Containers will be delivered the morning of day 1 of the Clean-up event, where it will be available to tenants for 3 consecutive days.

- ♻️ If the bins are full before the end of the collection event, the complex management will be asked to call the City, or Specialty, where drivers will be dispatched to collect the container and dump it. This will conclude the collection event.
- ♻️ At the end of day 3, or when the bins are full, they will be collected utilizing a roll-off truck.
- ♻️ Materials will be taken to SMaRT Station where they will be processed for recovery.
- ♻️ Metrics will be gathered on the success of the program including tons collected, management feedback, type of items collected and a gauge on participation based on the day the container was full. (For example, if the container is full day 1, it can be assumed that there is a high level of participation where increased service should be provided under a full-scale program. Conversely, if the container is mostly empty on day 3, it can be determined this program would be underutilized at full-scale).

### **On-Call Collection**

- ♻️ Tenants will be informed of the ability to call and schedule one bulky item collection within the 6-month pilot through the outreach platforms previously discussed.
- ♻️ A pre-designated location will be selected that will accommodate the placement of the items so they can safely be collected while providing minimal disturbance.
- ♻️ A series of screening questions may be asked to ensure the items are appropriate for the bulky item collection (for example, they are not bagged solid waste, they are not hazardous or other special waste). At this time, they can also be screened for their ability to be collected for reuse. This information will be noted in the customer account and on the work order.
- ♻️ On-call collection will be required to be scheduled in advance so that they may be routed to maximize efficiency for the drivers.
- ♻️ Drivers will arrive at the location within the designated collection window and retrieve the bulky goods. Drivers will check the items placed outside against the work order and/or customer account to ensure the items match the description. If all is correct, the driver will exit the vehicles, and using the lift gate and/or boom, place the bulky good inside the collection vehicle.
- ♻️ If additional items are placed at the collection site that are not listed in the work order/customer account, a non-collection notice will be placed on the items.
- ♻️ Materials will be taken to SMaRT Station where they will be either processed for recovery or placed within the reuse trailer and included in the reuse program (See Section 3.4.4 for further information.)
- ♻️ Metrics will be gathered on the success of the program including tons collected, management feedback, type of items collected, a gauge on participation based on the number of on-call requests received and other notes about the efficacy of the program, such as is there a high incidence of non-matching materials present at the collection site.



**Pilot Cost**

Using the existing rate and labor charges this MFD Bulky Collection Pilot program can be provided using the following rates.

<b>Small Complex Pilot:</b>	Below 40 Units: Max cost is \$848.75 (20 items, at 3 items collected per 15-min)
	Above 40 Units: Max cost is \$1,091.25 (25 items, at 3 items collected per 15-min)
<b>Medium Complex Pilot:</b>	Max Cost \$1,029.14 (30-yd bin \$983.29 plus a \$45.85 rental fee)
<b>Large Complex Pilot:</b>	Max Cost \$1,325.11 (40-yd bin \$1,274.74 plus a \$50.37 rental fee)

**Diversion Rate Impact**

Using best available information, Specialty has developed some target diversion tons for items recovered under the MFD Bulky Item collection program at full scale. It is assumed that this program will recover 50% of the available tonnage within this stream. This recovery of approximately 640 tons a year will help to increase the City-wide diversion rate by 0.23% per year. The results of the Pilot program will better guide these tonnage and recovery estimates.





### 3.4.4 Bulky Collection Reuse



Specialty will implement a broader Bulky Item Reuse Program that will be offered for curbside collection for single-family homes and will dovetail with the current single-family, and proposed MFD pilot, bulky item collection services. It is our goal to drive diversion and provide a higher and better use for items through this program. Single-family home residents will be allowed 2 reuse collection items, twice a year (one within a six-month period). MFD tenants will be able to participate in the Reuse Program during the 6-month Pilot on-call bulky item collection (See Section 3.4.3).



### Evaluation of Bulky Item Reuse

 <b>Single-Family &amp; MFD</b> Bulky Item Estimated Tonnage 			
	Single-Family	MFD Complexes	Total
Total Disposal (TPY)	15,146	34,266	49,413
Bulky Items (TPY)	454	1,028	1,482

Based on the 2014 CalRecycle Waste Characterization Study, approximately 3% of waste disposed by single-family and MFDs are bulky items. A portion of this total stream may be available for Reuse if collected with care and a supply chain is developed for these items. Using this best




available information, it can be estimated that approximately 1,482 tons are being disposed from single-family homes and MFD complexes. A portion of these materials may be able to be reused and diverted from landfill.

Specialty is proposing to develop a collection program that builds off both the current and proposed Bulky Item Collection Programs. This program could eventually be expanded to include other reusable items which are not bulky goods but initially will include the following items listed on the provided Reuse Program Flyer.

The focus will be to collect large reuse items, such as furniture. Once the program has been established, the City and Specialty will look at adding items to the program. This would allow Specialty to test out the reuse program on a small scale, and if an additional supply chain develops for other items, the City and Specialty have the option to expand. The program will not accept the following items: mattresses, clothing, construction and demolition, tires, household hazardous waste, rocks and dirt, cribs, car seats or loose wood.

Sunnyvale single-family residents are provided Bulky Item Collection, as described in Section 3.3.6. In addition, Specialty is proposing a Pilot On-Call Bulky Item Collection Program for MFDs, described in Section 3.4.3. Specialty is proposing to add 2 curbside Reuse Collections to single-family homes and add a Reuse Collection Program to the On-Call MFD Collection Program. Customers will be asked to call to request the reuse collection, where they will be asked a series of questions to screen the items and determine if they can be included in the Reuse Program. Additionally, they will be asked to submit a photograph of the items.

These questions would include:

-  Is the item in good working condition and safe to use?
-  Is the item clean?
-  Are the items wet or contain water?








- 🔄 Is there fuel in the item, or does it have a fuel tank (propane tank for example)?
- 🔄 Is the item potentially hazardous? (Household chemicals, U-waste etc.)

The key to success of the program is ensuring the items that are collected can be reused, and that a supply chain is developed for the items so they can be moved quickly into use. Specialty proposes using a variety of methods for getting the items into Reuse, using an array of community partners.

- 1) Specialty would like to work to increase demand and awareness of the Reuse Trailer available at SMaRT Station.
  - a. In partnership with the SMaRT Station and the City of Sunnyvale Specialty believes we can increase the traffic of people at the Reuse Trailer through an intentional outreach campaign. This would include listing the Reuse Trailer on outreach flyers, in social media postings, and call waiting messages for example.
  - b. Additionally, focused outreach to a variety of non-profit and community groups to inform them of the Reuse Trailer and the availability of items.
- 2) Specialty will also cultivate relationships with local non-profit and community groups who may require items to support their activities. The goal will be to develop a supply chain that can utilize the materials that are collected in order to ensure this collection program contributes to diversion. A description of some of these entities is provided below.

 **LifeMoves** give a temporary place for those experiencing homelessness and provide customized case management through both shelter programs and community outreach. With 23 shelter and service sites from Daly City to San Jose, LifeMoves currently has 950 clients receiving shelter, food, services, and clothing every single night and had 2,127 clients successfully return to stable housing last year.

 **Next Door Solutions** is the only stand-alone, domestic violence agency in Santa Clara County, serve an average 3,000 survivors of domestic violence annually. Through their programs The Shelter Next Door and HomeSafe, they can provide safe accommodations, either transitional or permanent. In 2018-2019, they provided housing assistance to 167 clients, and provided shelter to over 300 individuals.



 **Unity Care** offers housing solutions that provide youth and young adults a safe and secure place to live. Their housing and programs serve transitional age foster youth and families ages 16-21 in Santa Clara, San Mateo, San Francisco, Placer, and El Dorado counties. They focus on meeting individualized needs and working together for the benefit of each child and family in their care. In 2017-2018, 372 youth and families were served in housing related Unity Care programs. 91% of their youth obtained safe, secure, and affordable housing the same year.

### Single-Family Collection Program

Sunnyvale residents will call to order a Reuse Collection, where two items will be collected per collection event. The Service Representative will ask a set of questions to screen the items to ensure they are suitable for reuse. In addition, the customer will be asked to submit a photograph of the items that will be used to authorize the items for collection. A workorder will be created and delivered to Specialty, which include the photograph that can be uploaded to the Driver tablet. The date of collection will be set on the next scheduled service day. Residents will be asked to place their unwanted items in front of their residence, where the items will be collected utilizing a flatbed vehicle with lift-gate and boom. The driver will arrive at the residents, compare the items to the photograph and ensure they match the items listed on the workorder before collection. Only the pre-approved items will be collected. If un-approved items are present, they will be tagged with non-collection notices. Reuse Items will be delivered to the SMaRT Reuse Trailer.

### MFD Complex Collection Program

Sunnyvale tenants will call to order a reuse collection in conjunction with the pilot on-call bulky item collection, where two items will be collected for reuse per collection event. The service representative will ask a set of questions to screen the items to ensure they are suitable for reuse. In addition, the customer will be asked to submit a photograph of the items that will be used to authorize the items for collection. A workorder will be created and delivered to Specialty, which include the photograph that can be uploaded to the Driver tablet. The date of collection will be set within 5 days of the request. The tenant will be asked to place their unwanted items in a pre-approved location at the complex, where the items will be collected utilizing a flatbed vehicle with lift-gate and boom. The driver will arrive at the complex, compare the items to the photograph and ensure they match the items listed on the workorder before collection. Only the pre-approved items will be collected. If un-approved items are present, they will be tagged with non-collection notices. Reuse items will be delivered to the SMaRT reuse trailer. Metrics associated with the successful collection of reusable items during the MFD on-call bulky collection pilot will be included in the greater evaluation of the effectiveness of the MFD Bulky Item Collection Program.








 <b>Bulky Item Reuse Program</b> Summary of Equipment & Personnel Requirement 	
Flat Bed Collection Trucks with Lift Gate and Boom	1
Bins	N/A
Drivers	1

### Customer Participation






This new program will be advertised to single-family homes, complex management and tenants through a variety of methods, as will be determined by the City. Specialty suggests the use of

social media campaigns, mailers, posters, newsletters, postcards, and additionally for complexes move-in kits and on-site visits as ways to inform customers about the availability of the Reuse Program. Customers should be informed of how the program works, types of allowable and non-allowable items, which number to call and where to get more information. Additionally, customers should be informed on where they can find the reuse items as a way to build demand for the items.

### Single-Family Homes

-  Residents will be informed of the ability to call and schedule 2 Reuse collections per year, where 2 items may be collected, through the outreach platforms previously discussed.
-  Residents will call to request a reuse collection service.
-  A series of screening questions may be asked to ensure the items are appropriate for the reuse collection program. Residents will be asked to submit a photograph of the items for pre-approval. This information will be noted in the customer account and on the work order.
-  The reuse collections will be required to be scheduled in advance so that they may be routed to maximize efficiency for the drivers.
-  Drivers will arrive at the location within the designated collection window and retrieve the Reuse Items. Drivers will check the items placed outside against the work order and/or customer account to ensure the items match the description. If all is correct, the driver will exit the vehicles, and using the lift gate and/or boom, place the bulky good inside the collection vehicle.
-  If additional items are placed at the collection site that are not listed in the work order/customer account, a non-collection notice will be placed on the items.
-  Materials will be taken to SMaRT Station where they will be placed within the reuse trailer or otherwise diverted through the non-profit and community agencies.

### MFD Complexes



-  Residents will be informed of the ability to call and schedule reuse collection with the On-Call bulky item collection through the outreach platforms previously discussed in conjunction with the Pilot.
-  A pre-designated location will be selected that will accommodate the placement of the items so they can safely be collected while providing minimal disturbance.
-  A series of screening questions may be asked to ensure the items are appropriate for the reuse program. Additionally, the customer will be asked to submit a photograph of the items for pre-approval. This information will be noted in the customer account and on the work order.
-  The reuse and on-call collections will be required to be scheduled in advance so that they may be routed to maximize efficiency for the drivers.
-  Drivers will arrive at the location within the designated collection window and retrieve the reuse items and bulky goods. Drivers will check the items placed outside against the work order and/or customer account to ensure the items match the description. If all is correct, the driver will exit the vehicles, and using the lift gate and/or boom, place the bulky good inside the collection vehicle.



- 🔄 If additional items are placed at the collection site that are not listed in the work order/customer account, a non-collection notice will be placed on the items.
- 🔄 Materials will be taken to SMaRT Station where they will be placed within the reuse trailer or otherwise diverted through the non-profit and community agencies.

**Diversion Rate Impact**

Using best available information Specialty has developed some target diversion tons for items recovered under the Reuse Collection program. It is assumed that this program will recover 10% of the available tonnage within this stream at full-scale. These numbers may be refined after completion of the MFD Bulky Item Collection Pilot program. This estimated recovery of approximately 148 tons a year will help to increase the City-wide diversion rate by 0.05% per year.

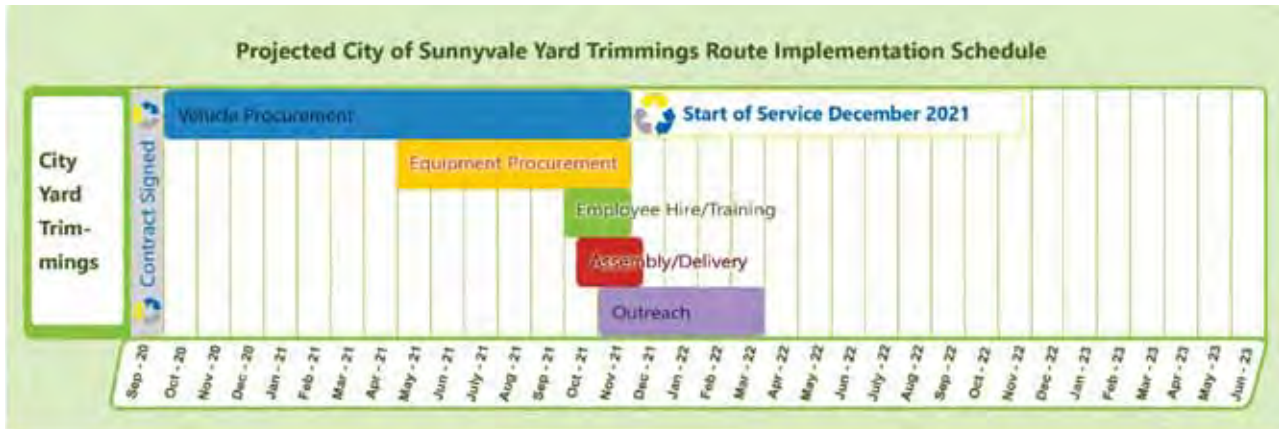
 <b>Single-Family Reuse &amp; MFD Bulky Reuse Pilot</b> 		
Projected Average Diversion Impact by 2022		
	Tons Diverted	% Increase in City-Wide Diversion Rate
Reuse Item Collection Average Per Year	148	0.05%

**3.4.5 City Facilities, Parks and Schools**




City facilities, parks, and schools may have sources of organics that should be included in a Yard Trimming Program. This is both compliant with SB 1383 and an excellent way to demonstrate to the community the commitment the City has for diverting organics from landfill. Yard trimming collection will be rolled out in one phase, starting December 2021, in conjunction with commercial and MFD yard trimming collection.





### City Yard Trimming Analysis

Yard trimming collection will be rolled out to all Parks, Schools and to the appropriate Public Administration facilities. Specialty will work with the City of Sunnyvale to identify which City Facilities will require collection services. Yard trimming collection will be routed with commercial and MFD collection, which is scheduled to begin December 2021. (More information can be found in Section 3.4.7). The following table summarizes the expected yard trimming tons that will be collected from these entities.



Entity	Count	Yard Waste Tons
Parks	24	70
Schools	34	409
City Facilities	30	11
Total	78	490

### City Collection Program

We expect one front-load vehicle will be required for yard trimming collection. This yard trimming route will also service commercial and MFD yard trimming accounts. Please note that this is the current estimate of levels of service needed, where adjustments will be made over time if higher levels of service are required for diversion of the City Facilities, Parks, and Schools. For a description of front-load collection please see Section 3.3.2.

Yard Trimming Summary of Equipment and Personnel	
Yard Trimming Collection	
Front-Load Vehicle	1
Carts	1,000 x 95 gallon
Bins	300 x 1 cubic yard 200 x 3 cubic yard 30 x 6 cubic yard
Drivers	1

### Customer Participation

City facilities, schools and parks should be handled similarly to all other customers, where individuals should be provided the right education to understand why the program is important, ensure it is convenient and easy to use. Customers understanding the importance of keeping contaminants out of the waste stream and what items are allowable are of utmost importance. Additionally, generators must also be educated on the existing food scrap collection program as a part of the outreach. This is particularly important for those facilities that have cafeteria or kitchen operations, such as schools and fire houses. Yard trimming collection will likely be managed by the existing landscape companies and Park personnel, where communicating to the landscape manager on the importance of keep yard waste materials clean will be the focus of the program. In partnership with the City, Specialty and the technical assistance provider will work to provide a robust education and outreach program.

### Diversion Rate Impact

Using best available information Specialty has developed some target diversion tons for each program. It is assumed that the program will capture 75% of the total materials within the stream, to become compliant with SB 1383 and in result will increase the City's total diversion rate by 0.45% per year.

 <b>City Facility Diversion</b> Yard Waste Collection Estimated Tons and Percent Diverted		
	Tons Diverted	% Increase in City-Wide Diversion Rate
City Facilities, Schools and Parks - Yard Trimmings	490	0.45%
<b>Total</b>	<b>1,084</b>	<b>0.18%</b>

### 3.4.6 Technical Assistance




Specialty understands Technical Assistance is vital for the successful roll-out of new programs. This Technical Assistance program approach has been prepared using the expertise of SCS Engineers, an industry expert, that has been closely involved in the successful roll-outs of organic collection programs among residential, commercial and MFD complexes across California. They are additionally experts in SB 1383 and work with several technology platforms, including Recyclist. This is an added benefit for Specialty and the City where data transfer can be made easily and within existing systems. As requested, Specialty has provided a two-tier Technical Assistance approach that scales up the number of outreach visits that will be completed by SCS Engineers.

#### Specialty's Role in Technical Assistance

Specialty has committed to hiring an SB 1383 Compliance Manager and an Outreach Manager that will be the key personnel to coordinate and conduct all activities as they related to SB 1383 and implementation of outreach, including providing the foundation for the Technical Assistance Program. The Compliance Manager will serve as the primary point of contact for SCS Engineers. The Outreach Manager will implement outreach per the direction of the City. Job duties have been included in Section 3.4.8.

Specific to technical assistance, the SB 1383 Compliance Manager will:

-  Coordinate with the City and subcontractor as needed;



- 🔄 Coordinate City, subcontractor and Specialty staff training regarding technical assistance, and compliance requirements of AB 1826 and SB 1383;
- 🔄 Coordinate inspections, site visits and assessments with the City and subcontractor;
- 🔄 Complete SB 1383 compliance reviews including route reviews, desk reviews, inspections and all related reporting requirements of these and the contamination monitoring programs;
- 🔄 Complete assessments of MFD complexes and commercial generators as described in Sections 3.4.1 and 3.4.2;
- 🔄 Conduct required noticing of customers in the event of non-compliance and ensure appropriate reporting of noticing from drivers, route supervisors, and sub-contractor;
- 🔄 Complete and review all waivers for customers before submittal to the City for required authorization;
- 🔄 Coordinate and conduct the necessary re-visits for all non-waived generators that are out of compliance;
- 🔄 Actively resolve logistical barriers to compliance with generators; and
- 🔄 Complete all reporting requirements as they related to compliance with SB 1383.

Specific to technical assistance, the Outreach Manager will:

- 🔄 Coordinate with the City and subcontractor as needed;
- 🔄 Coordinate City, subcontractor and Specialty staff training regarding technical assistance, and outreach and education;
- 🔄 Coordinate the City directed implementation of outreach and education programs;
- 🔄 Conduct required noticing of customers in the event of non-compliance and ensure appropriate reporting of noticing from drivers, route supervisors, and sub-contractor;
- 🔄 Actively resolve logistical barriers to compliance with generators; and
- 🔄 Complete all reporting requirements as they related to compliance with SB 1383.

### **SCS' Role in Technical Assistance**

SCS will be hired to augment the SB 1383 Compliance Manager, the Outreach Manager and any City resources that will be designated for Technical Assistance. As experts in their field, SCS will help guide and shape the Technical Assistance Program using their extensive knowledge. No less than 180 days before the commencement date, the City and Specialty will meet to finalize the scope of work and list of services that will be conducted by SCS. Additionally, a preliminary schedule can be provided for the completion of services to ensure outreach activities begin ahead of collection programs so customers are aware of the transition of programs.



SCS, the City, and Specialty will then conduct a kick-off meeting before activities begin to confirm project goals and objectives, discuss the overall approach to the project, including the roles and responsibilities of the team and immediate concerns and priorities. SCS will be available to provide training to the City and Specialty staff ahead of site visit activities. The primary objective for SCS will be to complete in-person site visits to commercial generators and MFD complexes (managers

and tenants) to hand out informational materials, food pails (as needed), provide guidance and answer any questions that should arise.

### **Tier 1: SCS Subcontractor Assistance**

Specialty has solicited a scope of work from SCS, included in Attachment A, that outlines the approach for technical services. As stated, SCS is comfortable working on an 'as needed' basis, where additional work orders can be provided should the City and Specialty determine that additional services are required, including more site visits. The SB 1383 Compliance Manager will provide an initial list of priority customers to visit. This will be based upon the review conducted ahead of program roll-out (described in Sections 3.4.1 and 3.4.2), and include priorities based upon geographic location (to consider initial routes), size of generator and their AB 1826 compliance priority (Phase 2 or 3<sup>7</sup>).

This preliminary Scope of Work has been provided for a not-to-exceed amount of \$60,000 annually, based upon the following assumptions:

-  100 businesses or MFD complexes will be visited:
-  A total of 3 hours will be designated for each customer
  - ✓ One-hour initial visit
  - ✓ One-hour follow-up
  - ✓ One-hour of training and/or additional meetings

The number of businesses visited may be adjusted within this scope of work, should the hour requirements be adjusted per business. For example, should Specialty and the City conduct all initial visits, SCS could add an additional 50 commercial businesses or MFD complexes (for example)<sup>8</sup>. Although Specialty has assumed this Technical Assistance would occur annually, these services may be scaled-up or down as needed or conclude after programs have been fully rolled out and are meeting diversion and contamination level expectations.

### **Tier 2: SCS Subcontractor Assistance**

Should the City choose, the scope of work may be modified to include more site visits to assist with Technical Assistance. Using data presented in Section 3.4.1 it can be estimated that roughly 386 MFD complexes, accounting for 21,159 units, produce the vast majority of food scrap tons within this sector. Data further presented in Section 3.4.2 shows that approximately 4,000 commercial generators will likely not qualify for de minimis waivers and may need technical assistance to assess their compliance. Food scrap collection is appropriately phased across MFD complexes and commercial generators, in 2 stages for MFDs (2 routes) and 3 stages for commercial generators (4 routes).

<sup>7</sup> Specialty assumes that the City will be responsible for inspections, outreach and setting up service for all Phase 1 generators.

<sup>8</sup> These are approximate numbers subject to more information regarding the characteristics of the locations and the training needs. Specific number of visits would be further clarified with SCS through the finalization of the Scope of Work.



Should SCS be hired to complete higher numbers of site visits, this would assist the City and Specialty in achieving greater participation in the programs. These visits can be conducted over time, as the programs are phased in, in addition to after programs are rolled out to address customer questions or concerns.

As an example, SCS could be responsible for targeting 20% of all MFD units, which would require a budget between \$55,000 - \$60,000 annually. In addition, should SCS be asked to assist with the technical assistance of 10% of businesses, this could require a budget of approximately \$120,000. These budgets could be phased in over time and used to augment Specialty and City staff visits.

### 3.4.7 Program Timeline and Implementation



Specialty has worked with the City through a variety of program transitions, where Specialty's goal is to continue to offer the highest level of services to the City as new programs are phased in. The proposed programs presented in this proposal are vital for the ability of the City to comply with the requirements of SB 1383, where extreme importance is placed on the minimization of service disruptions for customers. In our experience, providing timely education and outreach, ensuring programs are rolled out in accordance with the schedule, and maintaining clear communication are key aspects to the successful phase-in of programs. Our experienced management team has the knowledge and expertise to ensure that the phase-in of these new services will be seamless.

Focus areas of our program are:

- Comprehensive Planning
- Collaboration with the City
- Dedicated Resource Investments
- Effective and Accurate Communication
- Timely and Informative Public Outreach and Education
- Thoughtful and Expedient Problem Resolution

*Our main objective is to continue to provide excellent service through the phase-in of new programs, with minimal disruption to customers.*

Our management team will meet on a regular basis with the City to review any necessary updates to the phase-in schedule, including procurement schedule, account data management and integration to our software, container delivery, and personnel recruitment and training. Additionally, Specialty will work with the City to finalize the pilot program for MFD Bulky Item, discuss updates to the Technical Assistance scope of work, outreach and education programs and other items as needed.

#### Key Implementation Plan Elements



A schedule for the implementation of services, including phase in and the beginning of the pilot

program for MFD bulky item, is provided below to show how Specialty will ensure programs have begun in time for the start of SB 1383. Key points to note include the beginning of the procurement process, which requires the longest amount of time, that will begin after the contract is signed. Should there be any delays in the contract signing, the schedule will be appropriately shifted. The major elements of our Implementation Plan include:


- **Data Management and Conversion:** Account data will be entered into Soft-Pak ahead of December 2021.
- **Customer Container Selection:** The SB 1383 Compliance Manager will begin sorting through customer data, as described in Sections 3.4.1 and 3.4.2, to assess the appropriate organic services for MFD complexes and commercial generators.
- **Equipment Procurement:** All necessary equipment including, but limited to, collection and utility trucks, carts, bins, roll-off, compactors, and debris box containers must be procured to ensure timely delivery.
- **Public Education and Outreach:** The Outreach Manager, at the direction of the City, will develop a plan to distribute outreach materials, hire the Technical Assistance subcontractor (if required), and finalize their scope of work.
- **Personnel Recruitment and Training:** All personnel will be trained on the new contract requirements, new technology programs, new collection programs and any other items needed to ensure safe, efficient and compliant collection services.
- **Collection Routing:** Efficient and balanced routing that considers traffic impacts and local needs, like school zones, are fully accounted for the new collection programs.
- **Container Distribution:** Correctly sized and colored containers with appropriate labels will be delivered for all new programs. (End of life containers will similarly be swapped for correctly labeled and colored containers.)

### New Collection Program Approach


Specialty has developed specific approaches for implementing new services that takes into account the needs for each program.

- 
**Bulky Item Reuse Collection:** The Reuse Program will require the purchase of one flat bed collection vehicle with lift gate and boom, and one collection drivers. This vehicle will be procured when the contract is signed. Specialty has assumed:
  - ✓ 15 months for the procurement of the vehicle;
  - ✓ 2 months to hire and train personnel; and,
  - ✓ 5 months to provide outreach and education to single-family homes, and MFD complexes that will be piloting Bulky Item Collection (See below)
  
- 
**Multi-Family Bulky Item Collection:** The MFD Bulky Item Collection Program will be piloted utilizing the collection vehicle purchased for the Bulky-Item Collection Program. Specialty has assumed:
  - ✓ 6 months to provide outreach alongside the pilot programs (see Section 3.4.3)

- ✓ Pilot program to be limited to two small, one medium and one large MFD complex and to include limited on-call and scheduled services. Each complex will have a maximum number of items included in the collection, where the program will be tracked and expanded (with the purchase of an additional truck) as determined by Specialty and the City at the conclusion of the Pilot Program.


 **Multi-Family FoodCycle Collection:** The MFD FoodCycle Collection Program will be phased in over two stages. The stages will each include MFD complexes of varying sizes in using geographic locations of MFDs to ensure efficient routing. Specialty will complete a considerable amount of research into the MFD complexes, as described in Section 3.4.1, to analyze the complexes and provide default food scrap service, unless it is determined they may qualify for one of the waivers described in the Section. All waivers will be pre-approved by the City. This analysis will begin the Summer of 2021 to allow sufficient time to discuss the roll-out of services with the City, investigate the application of waivers, finalize the scope of services of any Technical Assistance and prepare an appropriate outreach campaign. Specialty further assumes:

- ✓ 15 months for the procurement of the vehicle (over two stages);
- ✓ 2 months to hire and train personnel (over two stages);
- ✓ 5 months to provide outreach and education to MFD complexes; and,
- ✓ Each Stage consists of one Front-Load Collection vehicle and one driver for one route.

 **Multi-Family, City and Commercial Yard Trimming Collection:** Yard trimming collection for MFD complexes, City facilities and commercial generators will occur concurrently in one stage. Specialty will complete a considerable amount of research around the MFD complexes and commercial generators, as described in Sections 3.4.1 and Section 3.4.2, to analyze the customer location and provide default yard trimming service to those customers who are selected through the process, unless it is determined they may qualify for one of the waivers described in the Section. All waivers will be pre-approved by the City. This analysis will begin the Summer of 2021 to allow sufficient time to discuss the roll-out of services with the City, investigate the application of waivers, finalize the scope of services of any technical assistance, and prepare an appropriate outreach campaign. Additionally, contamination minimization, route review, and desk review programs under SB 1383 may identify MFD complexes and commercial generators that will be added to yard trimming service at a later time if it is found they are disposing of yard trimmings.

Specialty further assumes:

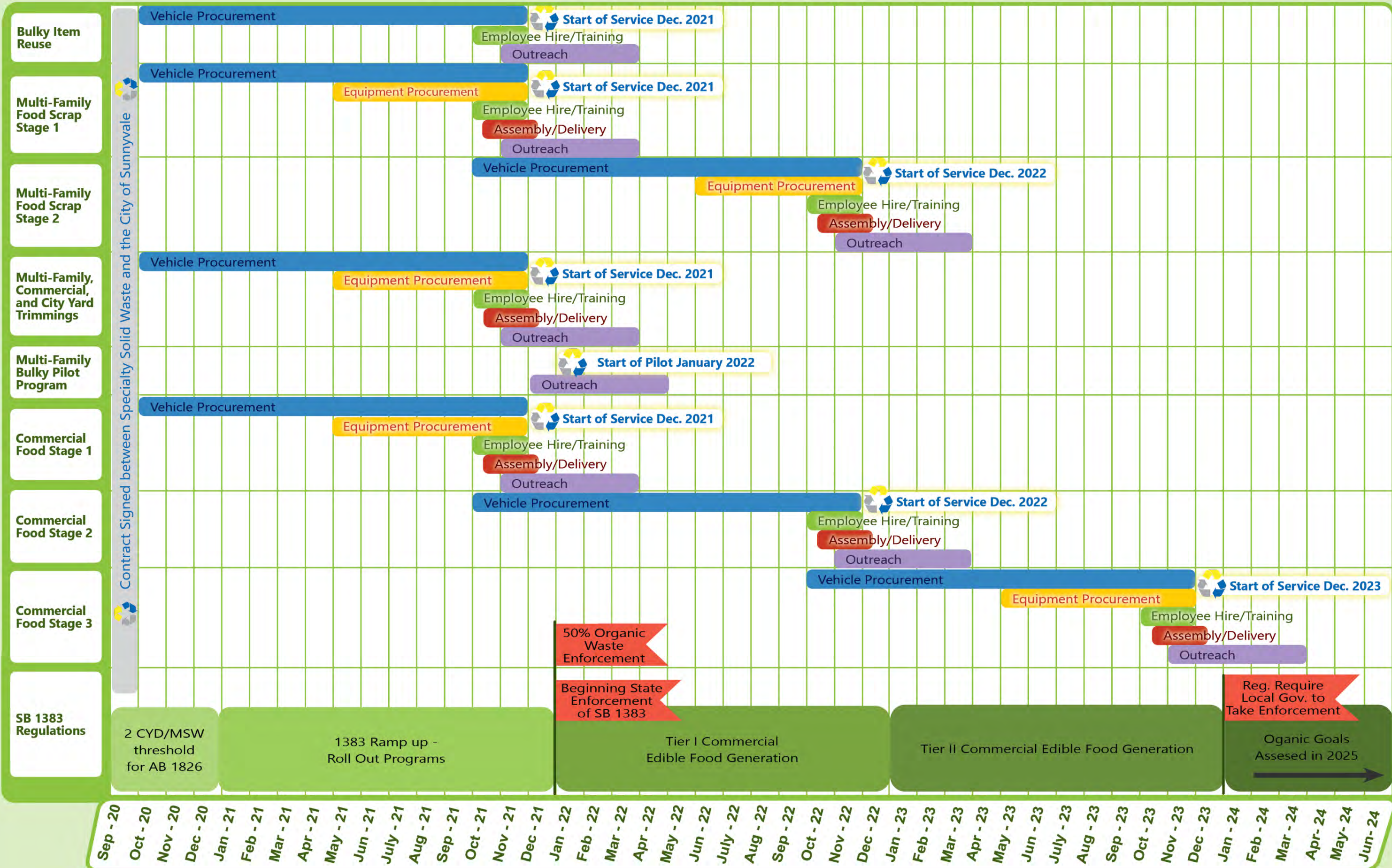
- ✓ 15 months for the procurement of the vehicle;
- ✓ 2 months to hire and train personnel;
- ✓ 5 months to provide outreach and education to MFD complexes, commercial generators and City facilities; and,
- ✓ Collection consists of one front-load collection vehicle and one driver for one route.

 **Expanded Commercial Food Scrap Collection:** The Commercial Food Scrap Collection Program will be phased in over three stages. The stages will each include commercial generators of varying sizes, using their geographic locations to ensure efficient routing. Specialty will complete a considerable amount of research into the commercial generators, as described in Section 3.4.2, to analyze their service size and provide default food scrap service, unless it is determined they may qualify for one of the waivers described in Section 3.4.1. All waivers will be pre-approved by the City. This analysis will begin the Summer of 2021 to allow sufficient time to discuss the roll-out of services with the City, investigate the application of waivers, finalize the scope of services of any technical assistance and prepare an appropriate outreach campaign. Specialty further assumes:

- ✓ 15 months for the procurement of the vehicle (over three stages);
- ✓ 2 months to hire and train personnel (over three stages);
- ✓ 5 months to provide outreach and education to commercial generators; and
- ✓ Stage 1 will consist of 2 routes, (2 trucks and 2 drivers), and Stage 2 and 3 will consist of 1 route (1 truck and 1 driver) each.



# Sunnyvale Projected Route Implementation Schedule









## SB 1383 Container Color Compliance Plan

In addition to the new programs that will be phased in, to both ensure compliance with SB 1383 and to enhance customer services within the City, container colors must also be standardized and compliant with SB 1383. Specialty is proposing the following Cart and Bin Replacement Schedules that utilize a combination of approaches (lid replacement and full container replacement) to ensure compliance with the regulation. Full container replacements are tied to the end of life of the container or are tied to new programs roll-out.

### Specialty Solid Waste - Cart Replacement Schedule

		Notes	2021	2022	2023	2024	2025	2026	2027	2028
 <b>Residential</b>	<b>Recycling</b>	Replacing at End of Life								
	<b>Yard Waste</b>	Replacing at End of Life								
	<b>FoodCycle</b>	Container Replacement								
 <b>Multi-Family</b>	<b>Recycling</b>	1,000 a year for 5 years*								
	<b>Yard Waste</b>	New Service								
	<b>FoodCycle</b>	New Service								
	<b>Solid Waste</b>	As Needed, 200/Year Estimate								
 <b>Commercial</b>	<b>Recycling</b>	1,000 a year for 5 years*								
	<b>Yard Waste</b>	Replacing at End of Life								
	<b>Food Scrap</b>	Lids Only								
	<b>Solid Waste</b>	Container Replacement								
 <b>City</b>	<b>Recycling</b>	1,000 a year for 5 years*								
	<b>Yard Waste</b>	Replacing at End of Life								
	<b>Food Scrap</b>	Lids Only								
	<b>Solid Waste</b>	Container Replacement								

\*These Recycling cart replacements for MFD, commercial and City locations will occur concurrently and are limited to 1,000 carts a year for 5 years.



Specialty will be using the expertise of ContainerPros to complete the cart and bin lid replacements, new container delivery and container labelling. Specialty has utilized ContainerPros services in the past where they will ensure the deliveries, labelling and lid swaps will occur efficiently, safely and with minimal disruptions to the customers. A Scope of Work has been provided by ContainerPros in Attachment A.



## Specialty Solid Waste - Bin Replacement Schedule

Collection Type	Current Bin Colors	New Bin Colors	Approx. # of Bins	Proposed Phase-In Schedule
Solid Waste	Blue Body and Black Lid 	Blue Body and Black Lid 	5,000	N/A – Bins will remain the same color convention.
Cardboard	Gray Body and Black Lid 	Gray Body and Blue Lid 	760	August 2021 - Phase in from Six to Eight Weeks
Food Scrap	Bright Green Body and Black Lid 	Bright Green Body and Brown Lid 	150	August 2021 - Phase in from Six to Eight Weeks
Yard Waste	N/A	Dark Green Body and Black Lid 	10	All bins will be purchased new.

Bin repainting on a large scale is complex and expensive therefore Specialty is proposing to use lid color as the primary method of identifying which material types should be placed in the bins. The vast majority of bins in the City are utilized for garbage collection. These bins will continue to have a blue body and a black lid. Cardboard containers, which are currently grey with a black lid, will transition to grey with a blue lid. Food Scrap collection bins will be provided a brown lid, where designated yard trimming containers will have a darker green body and be provided a black lid. Lid replacements will occur over a 6-8-week period beginning the August of 2021. These color conventions and proposed schedule are fully compliant with SB 1383 and provide a cost effective and efficient approach to bringing bins into compliance. The table above summarizes the Bin Replacement Schedule.

**Customer Owned Bin Repainting:** In some circumstances, customers own their own bins. The City may require those bins to be repainted in order to ensure compliance with SB 1383. Specialty will offer bin re-painting for customers. This service can be provided year-round. It is our expectation that customers will call the City for the service, where the City will develop a work order that Specialty will complete within 10 business days. Specialty will collect the container, bring it to the yard where it will be repainted with the appropriate color. The bin will dry and be returned to the customer the next business day.



### 3.4.8 SB 1383 Compliance




#### Overview of Compliance Program



Specialty is well prepared to ensure we comply with SB 1383, where Specialty, the City, our customers, and the SMaRT Station will all have a range of requirements under this landmark regulation. The regulation requires a shared responsibility framework to reduce 50% of all organics sent to landfill by 2020 and a 75% reduction of all organics sent to landfill by 2025 to mitigate methane. The following step-by-step description of Specialty's SB 1383 program demonstrates the level of commitment that the company has to organics recycling and greenhouse gas reduction. The SB 1383 program will not only meet the City requirements but will also ensure essential reporting for any CalRecycle annual review. Additionally, Specialty has created a reserve fund where \$100,000 will be set aside in year 1 and year 2 as a contingency if additional SB 1383 programs are needed, outside of the scope of this proposal.

Specialty has developed a detailed program to work cooperatively with the City to meet the requirements of SB 1383. This includes:

- 🌱 Hiring a full-time SB 1383 Compliance Manager dedicated to all aspects of Specialty's SB 1383 contractual requirements
- 🌱 Hiring a full-time Outreach Manager dedicated to implementing all aspects of outreach and education as required by the City
- 🌱 Investment in the best available reporting software for collection operations (Soft-Pak), which will seamlessly integrate with Recyclist
- 🌱 Coordination with an expert sub-contractor, SCS Engineers, to conduct technical assistance for new program roll-out and continued education (as directed by the City)
- 🌱 Implementing a training and education program for drivers, supervisors and service representatives on the requirements of SB 1383 and new reporting platforms and requirements
- 🌱 Broad support and understanding from management team on compliance objectives

 Roll-out of new or expanded organic recovery programs to the City of Sunnyvale generators

The new and expanded programs as detailed in this RFP are expected to recover a total of 11,769 tons of organics<sup>9</sup> once fully phased in. Diversion through these programs are significant to advancing the City toward the recovery goals laid out in SB 1383. Additionally, we expect that tons will increase through existing diversion programs (Residential FoodCycle and yard trimmings, and City food scrap), there will be increased source reduction through concerted education programs on food waste, diversion through edible food recovery, further education for landscapers and self-haulers on diversion, and increased processing at SMaRT. Recovered tons and total organic tons sent to landfill will be studied throughout the contract using both route reviews and waste composition studies at SMaRT.

Specialty will meet statewide goals of reducing organics from landfills through easily understandable labeling of containers, education and outreach, efficient collection and processing, and in-depth inspection, review, and reporting. Although we have addressed all the topics as detailed in the RFP, Contract and Exhibit K, items have been reorganized within this Section to allow for clarity. Please note the "Topic number" in each table references the specific Topic Items as listed in Exhibit K.

## Infrastructure and Program Development

### Staff and Training Resources

Specialty will hire a full-time SB 1383 Compliance Manager to oversee and manage all aspects of the SB 1383 contractual requirements and AB 1826 expansion. In addition, a full-time Outreach Manager will be hired to implement the Outreach and Education plan, as directed by the City. They both will be hired in early 2021 to allow for adequate training opportunities, and time to provide adequate training to other staff. Additionally, they will begin desk review (lead by the 1383 Compliance Manager) of the MFD complexes and commercial generators as described in Sections 3.4.1 and 3.4.2.

The SB 1383 Compliance Manager will be coordinating Specialty, SMaRT, and the City's efforts to meet the requirements of SB 1383 and AB 1826. Their job duties will include:

- ✓ Be the primary contact on issues related to SB 1383 contractual obligations
- ✓ Be the primary contact for the technical assistance sub-contractor
- ✓ Provide all reports as needed for the City and CalRecycle
- ✓ Perform a desk review of MFD complexes to assess their service needs and food scrap collection and yard waste collection programs. Conduct on-site visits and assessments as needed.
- ✓ Perform a desk review of commercial generators to assess their service needs and food scrap collection and yard waste collection programs. Conduct on-site visits and assessments as needed.

<sup>9</sup> This does not include tonnage that would result from expanding Bulky Item Collection to MFD complexes or the Reuse program.

- ✓ Perform annual desk reviews of generators' compliance and provide reporting to the City.
- ✓ Review cart replacements to ensure that all new receptacles for food waste are brown, yard waste receptacles are green, recyclable receptacles are blue, and that new waste containers are black or gray. This will ensure that bins do not become color obsolete once the SB1383 2036 color requirement is in effect.
- ✓ Develop protocols for route reviews and conduct and coordinate route reviews as needed to comply with the regulatory requirements
- ✓ Procure Specialty's paper in accordance with SB 1383 and the Environmentally Preferable Purchasing Policy
- ✓ Maintain records of solid waste diversion programs, including collection, route audits, non-compliance notices, complaints and resolutions, etc.
- ✓ Coordinate technical assistance and inspections with generators who are subject to food recovery programs

The Outreach Manager will be coordinating Specialty, and the City's efforts to meet the requirements of the Outreach and Education Plan. Their job duties will include:





- ✓ Work to develop partnerships with and incorporate City programs and educational activities into Specialty's activities, and vice versa;
- ✓ Prepare proposals and presentations to City entities;
- ✓ Post educational and outreach material on Specialty's website and social media platforms. An employee will post information provided by the City, as well as Specialty's own content to further organics diversion programs;
- ✓ Participate and represent Specialty in community activities;
- ✓ Oversee customer satisfaction of all program services, per the Agreement;
- ✓ Coordinate and produce the annual education and outreach plan required by the Agreement;
- ✓ Coordinate implementation of the annual public education plan;
- ✓ Perform annual visits to identify the service needs of every customer, other than single-family customers, by conducting "diversion opportunity assessments" of customer locations and facilities in conjunction with the SB 1383 Compliance Manager;
- ✓ Manage follow-up diversion opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review in conjunction with the SB 1383 Compliance Manager;
- ✓ Provide all customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and diversion activities.
- ✓ Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each commercial and multi-family



customer who will serve as a primary contact and advocate for diversion programs within the customer's organization;

- ✓ Assist in planning service needs for special events and large venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,
- ✓ Create and distribute reports as required by the Agreement and/or requested by the City.

As mentioned, Specialty would like to hire the SB 1383 Compliance Manager and Outreach Manager in early 2021 to provide ample time to understand all job duties, get adequate training and provide training to Specialty employees on the expanded requirements of the regulation. Specialty has a comprehensive training program that will pull together training on the new technology platforms (Section 3.4.11), and customer service and safety (Section 3.4.13). Training programs are tailored for each group of employees, as detailed in the following pages. Important to note is that Specialty will do the following:

-  Create and submit its training program materials to the City for review and comment 60 days prior to the commencement of the Term, or the implementation of new services
-  Incorporate City comments and obtain City approval prior to implementing training programs
-  Conduct trainings annually, prior to the implementation of new services, or as requested by City
-  Digitally record the names and titles of employees present at all employee trainings

Specialty shall maintain such employee attendance records in accordance with the contract and shall provide such records to City upon request. Further, Specialty will submit employee training records in its annual reports.

### **Technical Assistant Training**

Specialty has provided an approach to technical assistance as provided in Section 3.4.6. In support of this approach, and in collaboration with the City, technical assistance training will be provided to the SB 1383 Compliance Manager and the Outreach Manager, the technical assistance subcontractor and all Specialty personnel that will be conducting technical assistance. As stated, Specialty and the City will confer regarding the use of any third party for technical assistance no less than 180 days prior to the commencement date.

### **Training Overview**

Participants: Specialty technical assistance team and subcontractor(s)

Content: They will be trained by the City in outreach before providing any technical assistance (Site Visits) to generators.

Topics include:

1. **AB 1826 Compliance**

Review, phase in protocol and roles and responsibilities of AB 1826:

- First Phase: Generate at least 8 cubic yards of organic materials per week and are not yet compliant with AB 1826.
  - ✓ City is responsible for all phase one commercial customers in conducting inspections, outreach, and setting up service for commercial customers
- Second Phase: Generate at least 4 cubic yards of organic materials per week and are not yet compliant with AB 1826.
  - ✓ City and Specialty shall be responsible for conducting inspections, outreach, and setting up service for phase two commercial customers
  - ✓ City will identify which phase two commercial customers are the responsibility of Specialty
- Third Phase: Generate at least 4 cubic yards of solid waste per week and are not yet compliant with AB 1826.
  - ✓ Specialty shall be responsible for all phase 3 commercial customers regarding conducting inspections, outreach, and setting up service for commercial customers.
- Fourth Phase: Generate at least 2 cubic yards of solid waste per week and are not yet compliant with AB 1826.
  - ✓ Specialty expects CalRecycle to release information in regard to the final threshold requirement for AB 1826 in 2020. Specialty will work with the City to include these generators into food and yard trimming collection.

## 2. SB 1383 On-Site Compliance Reviews

Review requirements and assessment parameters for MFD and commercial customers for SB 1383:

- Identifying requirements for commercial edible food generators and assessment of the current level of compliance.
- Identifying opportunities for reduced disposal of recyclable materials and organic materials, including source reduction and edible food recovery.
- On-site review protocols, including customer interactions, standard questions, service level determinations and documentation procedures
- Review of waiver requirements and protocols
- Review of ordinance language (if applicable)
- Barrier resolution ideas and protocols
- Record-keeping requirements

### Customer Service Training

Specialty has a track record of strong customer service programs, that provide friendly, supportive, informative interactions with customers. Training is a key component of this, especially as programs expand and reporting requirements change to ensure compliance with SB 1383. All service representatives will be trained on the new technology presented in Section 3.4.11, and on the requirements of SB 1383 so any inquiries can be quickly addressed. One member of staff will



be designated to work directly with the City on access to customer service, call center and operations information systems.

### **Training Overview**

Participants: Specialty Customer Service Team

Content: They will be trained by Specialty management on contract requirements, appropriate conduct and courtesy, all reporting and tracking software, call center operations and performance standards.

Topics include:

- The use of technology information systems
  - ✓ Call Center System
  - ✓ Customer Service System (Soft-Pak)
  - ✓ Operations information Systems (RouteSmart and others as necessary)
- Contractual performance requirements
- Collection program requirements
- Employee conduct and courtesy
- Employee services and agreement requirements
- Resolution management

### **Driver and Route Supervisor Training**

Specialty understands that drivers and route supervisors are the daily face of the operations, where their conduct, abilities to complete collection services to the customer's expectations, and commitment to safety is the foundation of our service program. Training is a key component of this, especially as programs expand and reporting requirements change to ensure compliance with SB 1383. All drivers will be trained on the new technology presented in Section 3.4.11, and on the requirements of SB 1383. Drivers also have extensive safety training as described in Section 3.4.13. Comprehensive driver and Route Supervisor training will occur annually where targeted training topics will be provided monthly, unless otherwise determined by Specialty or the City.

### **Training Overview**

Participants: Drivers, Route Supervisors

Content: They will be trained by Specialty management on contract requirements, safety programs, appropriate conduct and courtesy, RouteSmart, Soft-Pak, and performance standards.

Topics include:

- Collection routing and Soft-Pak software
- Standard route stop sequence for each route that conforms to Specialty's routing guidelines established by the Contract
- Proactively identifying containers that require maintenance, including repainting, cleaning, or repair


- How drivers and route supervisors can create and submit work orders for containers, including carts and bins, which are in need of maintenance
- The litter abatement training program (which will be reviewed and approved by the City)
- How drivers should identify, tag, and document overfull containers with courtesy notices
  - ✓ Includes appropriate levels of documentation such as photos of the container and how to upload them into Soft-Pak for notation in customer accounts
  - ✓ The use of tags as outreach to customers on items such as the importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
  - ✓ The identification of contaminants or unauthorized waste
  - ✓ The identification of containers that are blocked or otherwise unsafe to service
  - ✓ Other instances that should result in tagged and/or non-collection notices
- Driver training on litter reduction techniques and litter removal best management practices
- Contractual performance requirements
- Collection program requirements
- Employee conduct and courtesy
- Employee services and agreement requirements
- Resolution management

### *Edible Food Recovery*

The recovery of excess edible food is now required in California under SB 1383. The impacts of a strong edible food recovery network in a City go beyond the environmental benefits of reducing greenhouse gas emission, where the social benefits of helping food insecure communities are innumerable. California legislation aimed at reducing food waste destined for landfills requires jurisdictions, waste hauling firms and food waste generators to participate in food recovery as a means of reducing food waste. SB 1383 mandates edible food recovery in two stages.


The first stage requires that the following business types recover edible food by January 1, 2022:

- Supermarkets
- Grocery stores greater than 10,000 square feet
- Food service providers
- Food distributors
- Wholesale food vendors



## Edible Food Recovery

### Topic No. 8



SB 1383 Requirement

Commencing January 1, 2022, conduct inspections of edible food recovery organizations and services for compliance with Sections 18991.5.  
See Item 17 for outreach requirements related to edible food.

Regulatory Text – April 20, 2020

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**Section 18995.1. Jurisdiction and Enforcement Requirements.**

Beginning January 1, 2022, conduct inspections of Tier One commercial edible food generators and food recovery organizations and services for compliance with this chapter. Beginning January 1, 2024, conduct inspections of Tier Two commercial edible food generators for compliance with Article 10 of this chapter.


**Section 18991.5. Food Recovery Services and Organizations**

(a) A food recovery organization or service that has established a contract or written agreement to collect or receive edible food directly from commercial edible food generators pursuant to Section 18991.3(b) shall maintain records specified in this section:

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Specialty Solid Waste Compliance Plan

Although Specialty is not obligated to assist in the recovery of edible food, Specialty is happy to partner with the City of Sunnyvale to maximize the amount of food that is rescued for human consumption. Specialty's community relationships, as well as its ability to interface with many businesses affords Specialty outreach opportunities. Specialty can partner with the City to distribute food rescue outreach materials.



The businesses required to rescue food expands to include the following by January 1, 2024:

- Large restaurants with more than 250 seats or have greater than 5,000 square feet
- Hotels with on-site food facilities and more than 200 rooms
- Health facilities with more than 100 beds and have an on-site food facility
- Large venues and events
- State agencies with a cafeteria with 250 or more seats or larger than 5,000 feet
- Local education agencies with an on-site food facility.

#### Identification Protocol

Specialty will use its existing account contacts with solid waste customers to reach out to businesses that potentially fall into either stage of requiring food rescue. Specialty looks forward to a partnered approach to contacting and communicating this information to Specialty businesses, where a phased approach to education should be implemented. Businesses that are required to meet requirements by 2022 will be inspected by the SB 1383 Compliance Manager to



# Edible Food Recovery

Topic No. 17

## SB 1383 Requirement

Commencing January 1, 2022, annually provide Tier One and Tier Two edible food generators with information about the food recovery program, generator requirements, food recovery organizations and services, and edible food source-reduction information (§18985.2)

## Regulatory Text – April 20, 2020

22 **Section 18985.2. Edible Food Recovery Education and Outreach**  
 34 (b) At least annually a jurisdiction shall:  
 35 (1) Provide commercial edible food generators with the following information:  
 36 (A) Information about the jurisdiction's edible food recovery program established  
 37 pursuant to Section 18991.1.  
 38 (B) Information about the commercial edible food generator requirements specified  
 39 in Article 10 of this chapter.  
 40 (C) Information about food recovery organizations and food recovery services  
 41 operating within the jurisdiction, and where a list of those food recovery  
 42 organizations and food recovery services can be found,  
 43 (D) Information about actions that commercial edible food generators can take to  
 44 prevent the creation of food waste

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## Specialty Solid Waste Compliance Plan

Specialty will host a dedicated webpage for food rescue on its website and provide up-to-date information on all food rescue resources that the City provides. Additionally, Specialty will use its access to generators to provide direct outreach and education regarding food rescue operations within the City.



inform them as to their requirements under SB 1383. Businesses that need not be rescuing food until 2024 will be contacted in advance to ensure that they have adequate time to prepare. Specialty will evaluate every customer account but will prioritize the most qualified accounts for concentrated outreach. Preliminary estimates of the businesses that will be required to rescue food are as follows:



### Supermarkets and Grocery Stores

Specialty has identified nine supermarkets and grocery stores with greater than 20 employees that are likely candidates for meeting the Tier one qualifications for food rescue.

### Food Providers and Distributors

Sunnyvale has at least two food distributors with more than 50 employees that would also likely qualify for mandatory food rescue by 2022. There are many other smaller distributors in Sunnyvale that would be contacted as well upon Specialty's service review.


### Large Restaurants:

Sunnyvale has 9 restaurants with staff sizes of greater than 50 employees, however these establishments can vary greatly in size and may not necessarily be required to rescue food under SB 1383. Regardless, the intent of the program will nevertheless be to rescue as much food as possible and all establishments will be contacted and given information on how they can participate in a food rescue program. Specialty will provide outreach information provided by the City to inform restaurants on how to rescue food.

**Large Hospitals, Venues, Hotels, and State Agencies:** These tier two businesses will be similarly provided with outreach materials regarding their level of compliance with SB 1383.


Specialty has strong community ties and existing relationships with some food recovery organizations that will be part of the edible food recovery network necessary for compliance with SB 1383. Some suggestions on how Specialty can play a greater role in supporting the infrastructure required for edible food recovery has been provided in Section 3.5.2.

Likely Tier One Qualifiers	
Grocery Stores	
Lucky Supermarkets	484 N Mathilda Ave
Safeway	150 E El Camino Real
Safeway	639 S Bernardo Ave
Sprouts Farmers Market	111 E El Camino Real
Trader Joe's	316 W El Camino Real
Chavez Supermarket	666 N Fair Oaks Ave
Dick's Super Markets	1145 N Lawrence Expy
New Wing Yuan Market	1139 N Lawrence Expy
Smart & Final Extra!	1265 S Mary Ave
Faultine Brewing Co	1235 Oakmead Pkwy
New York Style Sausage Co	1228 Reamwood Ave
Food Distributors	
Faultine Brewing Co	1235 Oakmead Pkwy
New York Style Sausage Co	1228 Reamwood Ave



## Tier One and Tier Two Inspection

Topic No. 7



SB 1383 Requirement

Commencing January 1, 2022, conduct inspections of Tier One commercial edible food generators for compliance with Section 18991.3. Beginning January 1, 2024, conduct inspections of Tier Two commercial edible food generators for compliance with Sections 18991.3. (§18995.1.a.2) See Item 17 for outreach requirements related to edible food.

Regulatory Text – April 20, 2020

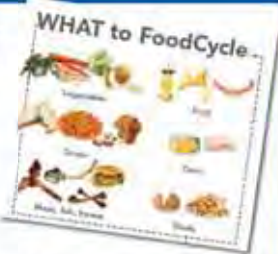
5 **Section 18995.1. Jurisdiction and Enforcement Requirements.**  
 39 Beginning January 1, 2022, conduct inspections of Tier One commercial edible  
 40 food generators and food recovery organizations and services for compliance with  
 41 this chapter. Beginning January 1, 2024, conduct inspections of Tier Two commercial  
 42 edible food generators for compliance with Article 10 of this chapter.  
 43 (3) Beginning January 1, 2022, investigate complaints as required under Section  
 44 18995.3.  
 1 (4) Beginning January 1, 2022 and until December 31, 2023, a jurisdiction shall  
 2 provide educational material describing the applicable requirements of this chapter in  
 3 response to violations.  
 4 (5) Beginning January 1, 2024, a jurisdiction shall enforce this chapter pursuant to  
 5 Sections 18995.4 and 18997.2 in response to violations.

Page 56

Specialty Solid Waste Compliance Plan




Specialty's use of route audits may reveal that Tier One and Tier Two Commercial Edible Food Generators are not adequately participating in edible food recovery.

Specialty will use the City's selected outreach materials for the delinquent generators in one of two ways. Specialty may first elect to use the opportunity to outreach all generators on the affected route and provide notices to every generator on that route about the need to comply with edible food recovery. Otherwise, Specialty may also conduct an in-person audit to ascertain specifically which generators are failing to comply. At this time Specialty can provide City-approved outreach materials to the generators to educate them on the need to comply.



### Container Labeling

Specialty will offer collection containers labels that are fully compliant with SB 1383 where all new or altered containers (including new lids) will be affixed to containers starting with the first program rollouts in the Summer of 2021. All containers will be fully compliant by 2028, ahead of the 2036 SB 1383 deadline. The City and Specialty will work in tandem to design and distribute the labels for the containers. For SB 1383 compliance and practicality, all containers need to have a label that:

-  Clearly states the name of the stream (garbage, green, food, recyclable fiber, recyclable containers)
-  Is in the language of the establishment if possible (English, Spanish, Mandarin etc.)
-  Lists materials that are appropriate for the bin



- 🔄 Lists prohibited materials for the container
- 🔄 Has imagery of accepted materials as well as imagery of prohibited materials

Specialty's website will corroborate the labels that have been approved by the City of Sunnyvale and will provide additional information for customers who wish to perfect their sorting or have additional questions.



**Label Containers**  
Topic No. 3

**SB 1383 Requirement**

Commencing January 1, 2022, clearly label or imprint all new containers or lids to include language or graphic materials indicating primary materials that are accepted and rejected in each container. (§18984.8)

**Regulatory Text – April 20, 2020**

4 **Section 18984.8. Container Labeling Requirements.**  
5 (a) Commencing January 1, 2022, a jurisdiction shall place a label on each new container  
6 or lid provided to generators consistent with the applicable container collection  
7 requirements and limitations of this article specifying what materials are allowed to be  
8 placed in each container.  
9 (b) A jurisdiction may comply with this section by:  
10 (1) Placing labels on containers that include language or graphic images, or both that  
11 indicate the primary materials accepted and the primary materials prohibited in that  
12 container; or  
13 (2) Providing containers with imprinted text or graphic images that indicate the  
14 primary materials accepted and the primary materials prohibited in that container.  
15 (c) Labels shall clearly indicate primary items that are prohibited container contaminants  
16 for each container.  
17 (d) A jurisdiction may comply with this section by using model labeling provided by the  
18 Department.

Page 25

**Specialty Solid Waste Compliance Plan**

After the City's approval, Specialty will place labels on all new containers indicating the primary materials that are accepted and not accepted. These labels are included in this document for each cart type MSW, recycling, food, and green waste. Cart labels graphically demonstrate collection materials to make it easy for residents to properly dispose of their waste.



### Container Colors

Specialty has proposed a container transition plan to ensure compliance with the SB 1383 container coloring requirements. Existing containers that are already compliant with SB 1383 will continue to be used and replaced at their end of life. Additionally, existing containers that do not meet the color requirements will be replaced in accordance with this transition plan. Only SB 1383

compliant containers will be used for all new services or when replacing existing containers. A full container implementation schedule has been provided in Section 3.4.7.

The correct material for each container will be known by the lid and/or body color of each container.

- Blue will designate recyclables, with specific shades of blue is used to indicate fibers and containers stream
  - ✓ Note front load bins will have grey bodies and blue lids
- Black lids will be used to indicate garbage containers
  - ✓ Note front load bins will have blue bodies and black lids.
- Brown will used for source-separated food waste
  - ✓ Note front load bins will have bright green bodies and brown lids
- Green will designate yard trimmings
  - ✓ Note front load bins will have dark green bodies and black lids for yard waste

Front load bins will undergo lid swaps and labeling starting the Summer of 2021. Carts will be replaced in various phases as described in Section 3.4.7, but ultimately be fully compliant with SB 1383 by 2028.



## Color Compliance

### Topic No. 1



SB 1383 Requirement

Commencing January 1, 2022, provide Collection Containers to generators that have lids that comply with color requirements when replacing containers or by January 1, 2036, whichever comes first (§18984.7)

Regulatory Text – April 20, 2020

35	<b>Section 18984.7. Container Color Requirements.</b>	
36	<del>(a) A jurisdiction shall provide containers, for collection services, to generators that</del>	
37	<del>comply with the container color requirements specified in the article.</del>	
38	<del>(b) Notwithstanding Subdivision (a), a jurisdiction is not required to replace functional</del>	
39	<del>containers, including containers purchased prior to January 1, 2022, that do not</del>	
40	<del>comply with color requirements of this article prior to the end of the useful life if those</del>	
41	<del>containers, or prior to January 1, 2036, whichever comes first.</del>	Page 24

Specialty Solid Waste Compliance Plan

**Color Compliance**

Specialty is prepared to meet all SB 1383 cart color requirements and has an implementation plan that will be easy for residents to follow and adapt to (Section 3.4.7).

**MSW**

Specialty currently has black receptacles and some blue receptacles designated for mixed solid waste. Specialty will maintain the black bins for their useful lives, and clearly label them as waste only per the requirements of §18984.8. For MSW this includes language and pictures of accepted and prohibited items. Black bins will, at the end of their useful lives, be replaced with gray or black bins.

**Recycling**

Specialty will label all of its recycling receptacles with imagery and language declaring what is and is not accepted in the recycling bin. Specialty will only replace retired or reassigned recycling receptacles with blue colored ones. Specialty is at present using the "Dirty Dozen" and "Nice Nine" mnemonic to describe prohibited and accepted materials as shown on their website. Similar labelling will be used on carts compliant with §18984.8.

**Food Scrap**

Currently, Specialty uses the convention of yellow color to indicate the receptacle for food waste. The SB 1383 regulations now favor a brown color to indicate source separated food waste. These containers will all meet the labelling requirements and will be replaced with brown lids at the end of their useful lives. Specialty's website provides similar outreach information to what will be pasted on the carts. The information lists acceptable and prohibited materials.

**Green Waste**

Specialty collects curbside yard trimmings in green containers. These containers are to be labelled with descriptions of prohibited and accepted materials lists.



### Additional Diversion Programs

Specialty has provided a comprehensive service offering that looks to expand the recovery of materials across the City for every service area. The bulk of these expanded programs are designed to better capture organics, specifically food scraps and yard trimmings. These new/expanded collection programs are described in detail in Sections 3.4.1, 3.4.2, and 3.4.5. Additionally, Specialty looks forward to working with the City to distribute educational materials that will enhance the



collection of recyclables, where fibers are an important component of the SB 1383 diversion requirements. Items like dimensional lumber and textiles can be further recovered through bulky collection programs (Sections 3.3.6, 3.4.3, and 3.4.4) as well as construction and demolition collection (Section 3.3.4). These programs can be expanded as needed, in partnership with the City, to ensure successful compliance with SB 1383.



## Allow for Clear Plastic Bags for Organic Waste



**Topic No. 2**

**SB 1383 Requirement**

Plastic bags may be used for food scraps as long as it does not inhibit compliance with SB 1383. Bags must be placed in the green waste. Facilities that process the material must recover plastic bags and report annually.

**Regulatory Text – April 20, 2020**

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4

**Section 18984.1 Three-container Organic Waste Collection Services.**  
(d) A jurisdiction may allow organic waste to be collected in plastic bags and placed in the green container provided that ~~the~~ allowing the use of bags does not inhibit the ability of the jurisdiction to comply with the requirements of Section 18984.5, and the facilities that recover source separated organic waste for the jurisdiction annually provide written notice to the jurisdiction indicating that the facility can process and remove plastic bags when it recovers source separated organic waste.

Page 17

**Allow for Clear Plastic Bags for Organic Waste**

Organic material destined for diversion will be taken to the SMaRT station. Residents will have the option of using clear plastic bags to store their food waste within the appropriate receptacle (brown bin).



### Waivers

Specialty recognizes that a diversion-by-default strategy is the most cost effective and preferred approach for meeting SB 1383 compliance. Specialty has provided a draft ordinance for consideration that provides language that would require the separated collection of organics and recycling. Specialty has proposed a sensible approach to identifying and evaluating which generators would require food and yard trimming services. The purpose of these waivers will be to provide permission to customers to subscribe to less than this minimum level of service. Each waiver type can only be granted by the City and should only be available to those customers who seek them and are qualified. A detailed approach for City consideration for applying for and approving waivers has been suggested in Section 3.4.1 and provided in the Ordinance in Attachment B.










### Record-Keeping

Specialty has developed a program to ensure that the compliance objectives of SB 1383 will be met, where it will be vital to continually demonstrate that compliance through inspections, desk reviews, and audits where these tasks must be recorded and reported to the City and ultimately CalRecycle. Technology plays a vital role in managing the data needed for SB 1383. Specialty will invest in the best technology for haulers, that will integrate with the City's reporting platform (Recyclist) to ensure transparency and accountability of data.


### Training Program

Specialty Staff will be appropriately trained in the required technology and the contractual expectation for reporting. Technology training Programs have been included in Section 3.4.11 and contractual training programs have been included under 'Staff and Training Resources' within this Section.

Items that will be tracked and reported in Soft-Pak include:


-  Desk review (annual reporting)
-  List of customers that are potentially back-hauling items (annual reporting)
-  Route reviews (monthly reporting)
-  Incidents of contamination (monthly reporting)
-  Cart tags and/or non-collection notices (monthly reporting)
-  Tier One and/or Tier Two generators potentially out of compliance (monthly reporting)
-  Complaints and resolutions (monthly reporting)
-  Non-compliant generators (monthly reporting)
-  Record of outreach supplied to generators (monthly reporting)

Specialty will provide all reports within the specified requirements per the contract. All information will be provided in a timely fashion to meet the needs and expectations of the City.



## Non-Compliance Recordkeeping

Topic No. 10



SB 1383 Requirement

Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within sixty (60) days of determining a violation has occurred, following up at least every ninety (90) days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in Articles 14 and 16 of SB 1383 (§18995.4)

Impose penalties on non-compliant entities (§18997.2)

Regulatory Text – April 20, 2020

33

**Section 18995.4. Enforcement by a Jurisdiction.**

34

~~(a) With the exception of violations of the prohibited container contaminants provisions~~

35

~~34 in Section 18984.5(a), which a jurisdiction shall enforce through the notice provisions~~

36

~~of 35 Section 18984.5(b). For violations of this chapter occurring on or after January~~

37

~~1, 36 2024, the jurisdiction shall take enforcement action as set forth in this section. 37~~

38

~~38~~

39

~~(1) The jurisdiction shall issue a Notice of Violation within 60 days of a determination 39~~

40

~~that a violation has occurred; requiring compliance within 60 days of the issuance of 40~~

41

~~that notice.~~

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Specialty Solid Waste Compliance Plan

Specialty has staffing and recordkeeping practices that will be more than sufficient to support all enforcement actions the City is required to take. The monthly reports will provide route audits and/or contamination that is noted during regular collection practices that summarize notes on contamination and noncompliance.

Specialty is able to conduct follow-up inspections to determine if compliance is achieved, at least every 90 days following the issue date of a first notice to a generator. Continual recordkeeping and reporting allow Specialty to make educated decisions about how to evolve the public education and outreach program to meet diversion and sustainability goals. Specialty will do its part to satisfy the monitoring and reporting requirements of AB 341, AB 1826, and SB 1383 for the City.

### Route and Desk Reviews

Specialty is hiring a full-time SB 1383 Compliance Manager who will work directly with the route supervisor and drivers to coordinate inspections, follow-up inspections, recordkeeping, digital platform (Recyclist or Soft-Pak) updating, and reporting to the City. The costs associated with this new employee have been included in the cost forms. Drivers, route supervisors and other Specialty staff will be supportive to the Compliance Manager but will have no direct role in route audits.

### **Route Reviews**

Route review will take place during normal collection hours and will be completed by the SB 1383 Compliance Manager. The Manager will drive ahead of the collection vehicles on a given route,



lift the lids of the randomly selected containers, inspection, document and issue notices if applicable.

### **Equipment**

Specialty does not anticipate significant equipment investments will be necessary for the route-review requirements of SB 1383. The Compliance Manager will be provided a truck and laptop to perform their job duties. The Compliance Manager will have access to Soft-Pak to record route review activities.

### **Frequency of Sampling**

Specialty will conduct 25 samples per route, where the average route has less than 1,500 generators. More samples shall be taken for larger routes. Each route will be sampled at least annually. If it is identified through the collection process that generators are not achieving contaminant minimization thresholds, they will be contacted regarding their contamination and selected for increased monitoring. These sampling frequencies will be updated if the City chooses to pursue the performance-based source separation program.

### **SMaRT Waste Characterization**

Specialty will work closely with the City and the SMaRT Station to conduct Waste Characterizations. The SB 1383 Compliance Manager and the City will collaboratively select routes for the Characterization, where drivers will be instructed to deliver the material to the appropriate area in the SMaRT Station and staff will complete the characterization study.

### **Desk Review**

In conjunction with the route review, the SB 1383 Compliance manager will also conduct an annual "desk review" of all multi-family and commercial customer accounts that produce over 2 cubic yards of solid waste per week and that produce organic materials. This desk review will begin well in advance of SB 1383, where it will be used to assist in evaluating which MFD complexes and commercial generators should subscribe to yard and food wastes, identify their service size and begin routing the phases of service (where applicable). These desk reviews will be continued annually. All reporting will include addresses, level of service, frequency, and additional account information as required and approved by the City.



## Annual Compliance Reviews for Generators above 2CY



### Topic No. 5

#### SB 1383 Requirement

Commencing January 1, 2022, conduct annual compliance reviews of commercial solid waste accounts that produce over two (2) cubic yards of solid waste per week, including organics waste (§18995.1.a)

#### Regulatory Text – April 20, 2020



5 **Section 18995.1 Jurisdiction Inspection and Enforcement Requirements.**  
 9 (1) Beginning January 1, 2022, and at least annually thereafter, a jurisdiction shall  
 10 conduct the following:  
 11 (A) If the jurisdiction is using the compliance method described in Section 18984.1  
 12 or 18984.2 of this division, the jurisdiction shall complete a compliance review of  
 13 all solid waste collection accounts for commercial businesses that are subject to its  
 14 authority and that generate two cubic yards or more per week of solid waste,  
 15 including organic waste.

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#### Specialty Solid Waste Compliance Plan

In conjunction with the "rout review", Specialty will also conduct an annual "desk review" of all multi-family and commercial customer accounts that produce over two (2) cubic yards of solid waste per week and that produce organic materials. Additionally, Specialty will provide to City quarterly reports including a list of commercial customers that may be back-hauling organic materials. All reporting will include addresses, level of service, frequency, and additional account information as required and approved by the City.



Specialty currently provides service to 386 multifamily complexes that have greater than 2 CY service levels and is able to provide detailed information to the City on these accounts.

Specialty can provide similar information about the Sunnyvale businesses, of which approximately 1,174 will currently meet the 2 CY eligibility thresholds for AB 1826, SB 1383, and AB 341.

Specialty is well prepared to provide these reports to the City of Sunnyvale, along with other pertinent information to help the City achieve its reporting obligations under compliance reviews.



## Provide Record Keeping Documentation


### Topic No. 13

#### SB 1383 Requirement

By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible party for compliance-related issues (§18994.1)

Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (§18994.2)

#### Regulatory Text- April 20, 2020.



31 **Section 18994.1 Initial Jurisdiction Compliance Report**  
 32 (a) Each jurisdiction shall report to the Department on its implementation and  
 33 compliance with the requirements of this chapter. Each jurisdiction shall report to the  
 34 Department by April 1, 2022 the following information:  
 35 (1) A copy of ordinances or other enforceable mechanisms adopted pursuant to this  
 36 chapter.  
 37 (2) The reporting items identified in Section 18994.2(b),  
 38 (3) The following contact information:  
 39 (A) The name, mailing address, phone number, and email address of the  
 40 employee of the jurisdiction that the jurisdiction has designated as the primary  
 41 contact person for the purposes of receiving communications regarding  
 42 compliance with this chapter.

8 **Section 18994.2. Jurisdiction Annual Reporting**  
 9 (a) A jurisdiction shall report the information required in this section to the Department  
 10 according to the following schedule:  
 11 (1) On or before October 1, 2022, a jurisdiction shall report for the period of January  
 12 1, 2022 through June 30, 2022.

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#### Specialty Solid Waste Compliance Plan

Specialty will provide these reports in advance of February 1, 2022 by utilizing Soft-Pak. data will be tracked regularly and kept in a central location.





# Maintain Database of Important Documentation

## Topic No. 14

### SB 1383 Requirement

Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (§18981.1, 18984.4.a, 18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2)

### Regulatory Text – April 20, 2020



- 1 **Section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction**
- 2 **Hauler Program.**
- 3 (a) A jurisdiction shall include all relevant documents supporting its compliance with
- 4 this article in the Implementation Record required by Article 14 of this chapter. Records
- 5 maintained shall include but are not limited to copies of:
- 6 (1) Ordinances, contracts, franchise agreements, policies, procedures, or programs
- 7 relevant to this section
- 8 (2) A description of the jurisdiction's hauler program including:

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### Specialty Solid Waste Compliance Plan

Specialty will ensure that reporting information is organized and presentable in a timely matter to the City. As described in Section 3.4.11 the new technology platform will allow Specialty to track all required information in a central electronic location. Additionally, the technology vendor (SoftPak) has user friendly review tools where the City can view customer account information and reports in a view only format. Further, Specialty can print reports that can be directly uploaded to the City's data tracking tool (Recyclist) for ease and convenience. The reports can be delivered to the City and CalRecycle within the required time frames.

**RECYCLIST**



### On-Route Contaminant Minimization

Conducting on-route contamination minimization requirements will be incorporated into the daily activities of Specialty drivers and route supervisors. They will be trained to look for signs of contamination in the containers, including recoverable organics, such as food waste, in the solid waste container. The driver or staff member inspecting the routes will do the following in the event contamination is found:

1. The individual will photograph and document the contaminated container using the mobile tablet, which will be automatically uploaded into the customer account. This record will include the address, type of violation, and date.
2. The driver will leave a notice on the container informing the generator as to the nature of the violation, the date, contact information of record on the violating account, and information on how to correct the contamination. The generator will further be given the date by which compliance must be achieved (within 90 days), and the amount of penalty to be incurred if violation continues.
3. If the container is a green-lidded container, brown-lidded container, or a blue-lidded container, the driver may elect to not collect excessively contaminated materials. Instead, the container will be collected as MSW and disposed of (fees may apply). A record of these types of disposals will be kept by Specialty and made available to the City of Sunnyvale.
4. The jurisdiction will be informed in real-time after inspections have occurred from Soft-Pak's digital-service. The jurisdiction, under Section 18995.4 has 60 days to issue a *Notice of Violation* to the generator if it chooses.
5. The generator will get an email to their customer email account, in addition to the cart notice left by Specialty. Additionally, they may receive a Notice of Violation from the City directly for this first violation. This notice will be placed on the customer account, so that the next time the account is serviced, the driver will ensure there is no longer contamination in the container.
6. Should Specialty find continued contamination after the notice, Specialty will refer the violation to the City to issue penalties pursuant to Section 18997.2 (assuming the City includes these penalties in the Ordinance):
  - For a first violation, the penalty shall be a fine of no less than \$50 and no more than \$100.
  - For a second violation, the penalty shall be a fine of no less than \$100 and no more than \$200.
  - For the third violation and each subsequent violation, the penalty shall be a fine of no less than \$250 and no more than \$500. If the third violation occurs in a recycling or organics recycling bin not serviced by Specialty, the container may be impounded by Specialty.

With the exception of impounding containers, penalties and enforcement will be the domain of the City of Sunnyvale.





# Contamination Monitoring

## Topic No. 4



### SB 1383 Requirement

Commencing April 1, 2022, conduct route reviews such that all hauler routes are inspected annually. During each route review, inspect randomly selected containers for contaminants and determine organic waste generator compliance (organic waste generators must subscribe to collection service or self-haul organic materials; commercial organic waste generators are also required to provide color-compliant containers to their customers).

If contamination is found during route reviews or if inspected generators are out of compliance, notify such generators of recycling requirements (§18984.5.b; 18995.1; 18984.9)

"Route review(s)" means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use cameras (§18982) "Hauler route" means the designated itinerary or sequence of stops for each segment of the jurisdictions collection services.

### Regulatory Text – April 20, 2020

#### **Section 18984.5. Container Contamination Minimization.**

- 23 (A) A jurisdiction that ~~is implementing~~ implements a three-container or two-  
 24 container organic waste collection service pursuant to Sections 18984.1 or  
 25 18984.2 shall conduct waste ~~composition studies evaluations~~ at least twice per  
 26 year and the studies occur in two distinct seasons of the year.  
 36 (E) The waste ~~composition studies evaluations~~ shall include at least the following  
 37 minimum number of samples from all the hauler routes included in the studies:  
 38 1. For routes with less than 1,500 generators the study shall include a minimum  
 39 38 of 25 samples.  
 40 2. For routes with 1,500-3,999 generators the study shall include a minimum of  
 41 40 30 samples.  
 42 3. For routes with 4,000- 6,999 generators the study shall include a minimum of  
 43 42 35 samples.  
 44 4. For routes with ~~more than 7,000 or more~~ generators the study shall include a  
 45 44 minimum of 40 samples.

Page 22

### Specialty Solid Waste Compliance Plan

Specialty will conduct an annual route review where there will be cart inspections to monitor the level of contamination. Specialty will be looking at the amount of food waste and/or yard trimmings that did not make it into the designated container and the number of contaminants that are in the food waste and/or yard trimming receptacle. Additionally, Specialty will observe the recycling container(s) for contamination and if recyclables were found in an incorrect container.

Specialty will conduct route reviews and expects composition studies (or waste characterizations) to be completed by SMaRT Station. Specialty believes a combination of these approaches as is most appropriate. Specialty will provide the results of the route monitoring activities to the City of Sunnyvale and provide reports. Typical routes will require 25 samples per route.

If there is contamination found while conducting the study, Specialty will affix a notice on the customer's container. The notice includes documentation of the location or account where contamination was present.



### Contamination Surcharges

SB 1383 sets forth minimum charges for violations, including excessive contamination, which could be adopted by the City of Sunnyvale via ordinance. Charging for contamination can be an important driver in changing behavior for customers. Additionally, the adoption of this enforcement policy and ordinance are required in order to prevent Sunnyvale from being subject to fines from CalRecycle. While SB 1383 allows for more stringent enforcement mechanisms, the following penalties are consistent with the minimum requirements for violating generators per SB1383:

- ✓ 1<sup>st</sup> Violation: Notice of Violation with re-inspection at least every 90 days until contamination is reduced, or penalties are issued. The generator will be notified of the contamination, the date, the corrective action required, and the date by which compliance must be achieved to avoid penalty.
- ✓ 2<sup>nd</sup> Violation/1<sup>st</sup> Offense: If the generator has been notified with the Notice of Violation yet continues to be out of compliance by the next inspection, the first penalty is to be issued. The penalty is to be \$50 to \$100.
- ✓ 2<sup>nd</sup> Offense: Should the generator continue to contaminate the container the second penalty shall be between \$100 to \$200 in fines.
- ✓ 3<sup>rd</sup> and subsequent offenses: The repeat offender shall be fined \$250 to \$500 per offense. If the container in violation is from a third party (such as debris box). The City may authorize Specialty to impound the container and require the generator to subscribe to a diversion service.

## Investigation of Complaints



# Complaint Follow Up

## Topic No. 9



SB 1383 Requirement

Commencing January 1, 2022, investigate written SB 1383-related complaints received within ninety (90) days of re-ceiving complaint; provide method for Customer who made complaint to determine results of complaint; maintain records of all complaints and responses; take enforcement action if it is determined that a violation has occurred (§18995.3)

Regulatory Text – April 20, 2020



4 **Section 18995.3, Jurisdiction Investigation of Complaints of Alleged Violations.**  
5 (a) A jurisdiction shall provide a procedure for the receipt and investigation of written  
6 complaints of alleged violations of this chapter. The jurisdiction shall allow for the  
7 submission of anonymous complaints  
8 (b) The procedure shall provide that complaints be in writing and include the following  
9 information:  
10 (1) If the complaint is not anonymous, the name and contact information of the  
11 complainant.  
12 (2) The identity of the alleged violator, if known.  
13 (3) A description of the alleged violation including location(s) and all other relevant  
14 facts known to the complainant.  
15 (4) Any relevant photographic or documentary evidence to support the allegations in  
16 the complaint.  
17 (5) The identity of any witnesses, if known.  
18 (c) A jurisdiction shall commence an investigation within 90 days of receiving a  
19 complaint that meets the requirements of Subdivision (b) if the jurisdiction determines  
20 that the allegations, if true, would constitute a violation of this chapter

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Specialty Solid Waste Compliance Plan

Specialty will record and resolve all complaints. This record will be shared with the City in the monthly reports. Complaints and disputes regarding a collection program are logged by a service representative (Section 3.4.11). Service representatives will be poised to receive and resolve all customer inquiries and service complaints, whether they are via walk-in, telephone, or email and ensure that the resident feels supported and valued. Specialty's goal is to respond to customer complaints completely and in a timely manner.

In addition to follow up communication with the complainants, Specialty will conduct the necessary monitoring to ensure compliance continues with SB 1383 and provide enforceable records when generators continue to be noncompliant.

Specialty has a goal of minimizing customer complaints in regard to missed pickups, noise and spills. Staff is trained on how to receive complaints made by customers and respond to them thoughtfully and fully, with the goal of resolving all complaints with the customer in mind. Complaints and dispute resolutions are also logged in the Soft-Pak system, and these can be provided to in a report as requested. All customer service compliments and complaints are tracked and reported.


Examples include:

-  Missed pickups
  - ✓ These are handled immediately and followed up by route supervisors to prevent future missed pick ups
-  Litter or Spills
  - ✓ There is no tolerance policy to litter or spills resulting in collection from the drivers. All are resolved at the time of the incident and are reported to supervisors/manager
-  Collection Schedule Changes
  - ✓ Collection schedule changes are done with public outreach, automated phone calls, newsletters, mailed flyers and/or bill inserts
-  Broken or missing containers
  - ✓ Containers are reported to dispatch to be exchanged ASAP and customers are contacted to inform them of new container delivery.
-  Unacceptable Items in Containers
  - ✓ All improperly set out items get tags on the container.
  - ✓ All unacceptable items are noted in cart tags where excessively contaminated containers may not be serviced and tagged with 'non-collection' notices. Additionally, any unauthorized waste will be noted on tags with instructions for customers on how to resolve the contamination.
-  Noise complaints
  - ✓ Noise complaints are taken very seriously. Most of the complaints are handled by managers to help find solutions with the customers to resolve the noise issue.
-  Traffic and sidewalk obstruction
  - ✓ Any issues regarding traffic and sidewalk obstruction are reported to Specialty prior to service and customers are contacted to make arrangements if the construction would prevent collection on normal service day. If a driver reports the issue day of, our safety supervisors and customer service contact the affected customers.
-  Safety Collection
  - ✓ Safety is Specialty's main priority for our employees and customers. Examples of our Safety program are provided in Section 3.4.13.

**Education and Technical Assistance**


Specialty wishes to continue working in a collaborative manner with the City and has committed to hiring one full-time Outreach Manager. In addition, Specialty has added a potential sub-contractor (SCS) that can assist in delivering technical assistance, as described in Section 3.4.6. Specialty shall distribute City-developed compliance notices and outreach materials, where they will be appropriately translated and posted to the Specialty website. Effective outreach and education can greatly assist customers feeling comfortable with new collection services. Specialty will continue working with the City and looking for opportunities to provide greater levels of outreach. All outreach provided to customers will be appropriately documented.

Specialty understands that technical assistance will be required to assist in the successful phase-in of new collection programs. This on-site training is integral in addressing customer concerns and instructing them on how best to approach diverting food waste in their daily operations. Specialty looks forward to discussing these technical assistance approaches further with the City to ensure a successful roll-out of programs across Sunnyvale.



## Education and Outreach

Topic No. 6



SB 1383 Requirement

From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (§18995.1.a)

Regulatory Text – April 20, 2020

21	<b>Section 18984.5 Container Contamination Minimization</b>
32	<del>(b) A jurisdiction may meet its container contamination minimization requirements by</del>
33	<del>conducting a route review for prohibited container contaminants on containers in a</del>
34	<del>manner that results in all hauler routes being reviewed annually. Containers may be</del>
35	<del>randomly selected along a hauler route. This section should not be construed to require</del>
36	<del>that every container on a hauler route must be sampled annually.</del>
37	<del>(1) Upon finding prohibited container contaminants in a container, the jurisdiction,</del>
38	<del>shall notify the generator of the violation.</del>
39	<del>(A) The notice shall, at a minimum, include information regarding the generator's</del>
40	<del>requirement to properly separate materials into the appropriate containers and may</del>
41	<del>include photographic evidence of the violation.</del>
42	<del>(B) The notice may be left on the generator's container, gate, or door at the time the</del>
43	<del>violation occurs, and/or be mailed, or e-mailed, or electronically messaged to the</del>
44	<del>generator.</del>


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Specialty Solid Waste Compliance Plan

Per the §18984.5 requirements, Specialty will provide written notices to generators not in compliance with SB 1383. This notification can occur as a result of insufficient service, excessive contamination of green or blue bins, or failure to place divertible materials in the blue or green bins.

Specialty can utilize cart tagging, written notices sent to the violator's address, or use other means of communication such as email.

In addition to these interventions, Specialty can use preventative communication such as flyers, posting, mailings, and other education to minimize contamination before it occurs and reducing the need for notifying non-compliant entities.







## Distribution of Outreach Materials

Topic No. 11



### SB 1383 Requirement

By February 1, 2022, and annually thereafter, provide generators with information on properly separating materials, organic waste prevention, on-site recycling, community composting, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (§ 18985.1.a)

### Regulatory Text – April 20, 2020



27 **Section 18985.1. Organic Waste Recovery Education and Outreach.**  
28 (a) Prior to February 1, 2022, and annually thereafter, a jurisdiction shall provide the  
29 following to organic waste generators that are provided an organic waste collection  
30 service pursuant to Article 3 of this chapter:

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### Specialty Solid Waste Compliance Plan

Specialty already posts up-to-date outreach information on its website for all service routes. This information includes which materials belong in which bins, which materials are prohibited, contact information, and much more. This website can be found at [www.sswr.com](http://www.sswr.com).

Specialty will promptly update its outreach materials to reflect the current program design. City-provided materials will be physically disseminated on routes at appropriate intervals, to be decided by Specialty and the City. These non-digital outreach campaigns may include signs, flyers, direct mailings, calls, or cart notices.



## Translated Educational Materials

Topic No. 12



### SB 1383 Requirement

Translate educational materials required into any non-English language spoken by a substantial number of the public provided organic waste collection services by the jurisdiction (§18985.1.e)

See Item 17 for outreach requirements related to edible food.



27 **Section 18985.1. Organic Waste Recovery Education and Outreach.**  
14 (e) Consistent with Section 7295 of the Government Code, jurisdictions shall translate  
15 educational materials required by this chapter into any non-English language spoken by  
16 a substantial number of the public provided organic waste collection services by the  
17 jurisdiction.

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### Specialty Solid Waste Compliance Plan

Specialty has staff that is able to respond to requests from the City as they arrive. Two weeks is more than ample time for Specialty's staff to repost material received from the City.



Procurement

SB 1383 requires each jurisdiction to take an active role in the procurement of organic products that are generated from the diversion of organic waste from landfill. These procurement requirements are based upon the population of the City and metrics provided under the regulation. Under the regulation this procurement can be delivered in multiple ways to the City, including bioenergy and renewable natural gas, provided they are created by diverting California generated organic materials from landfills. Based upon the most recent population numbers the City must procure up to 7,218 tons of compost or 12,445 tons of mulch or a combination thereof. Specialty understands the procurement of compost/mulch will not be required under this contract. Specialty will continue to look for SB 1383 compliant RNG, as we expect these sources to come online in California as jurisdictions come into compliance with SB 1383.



**Meet Procurement Minimums**  
Topic No. 15  
SB 1383 Requirement

Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by the CalRecycle (CalRecycle will confirm and provide notice of annual procurement requirements to jurisdictions every five years (§18993.1))

**Regulatory Text – April 20, 2020**

5	<b>Section 18993.1. Recovered Organic Waste Product Procurement Target</b>
6	<u>(a) Expect as otherwise provided, commencing January 2022, a jurisdiction shall</u>
7	<u>annually procure a quantity of recovered organic waste products that meets or exceeds</u>
8	<u>its current annual recovered organic waste product procurement target as determined</u>
9	<u>by this article. For the purposes of this section, "jurisdiction" means a city, a county or a</u>
10	<u>city and county.</u>

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**Specialty Solid Waste Compliance Plan**

Specialty will transport all organic materials to the Approved Facility  
Currently, Specialty operates a collection fleet that is powered by renewable natural gas (RNG), a biofuel. As the fleet already uses compressed natural gas engines, Specialty is fuel ready for any RNG biofuels that may become preferred by the City.



Additionally, Specialty has an Environmentally Friendly Purchasing Policy (EPPP) in place that direct the company to purchase fiber that meets a minimum recycled content required under SB 1383.





# Paper Procurement

## Topic No. 16

### SB 1383 Requirement

Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products (§18993.3)

### Regulatory Text – April 20, 2020



39 **Section 18993.3. Recycled Content Paper Procurement Requirements**  
40 (a) A jurisdiction shall procure paper products, and printing and writing paper, consistent  
41 with the requirements of Sections 22150-22154 of the Public Contracts Code.

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### Specialty Solid Waste Compliance Plan

Specialty has an Environmentally Friendly Purchasing Policy (EPPP) in place. This policy will be updated to ensure that all of Specialty's paper procurement contains post-consumer recycled paper content is 100% where possible. Printer paper meets this condition for many brands.

Other fiber sources will be purchased with the maximum post-consumer content available provided costs do not exceed 150% of normal price for the same product. Furthermore, Specialty will review its paper procurement choices to minimize excess packaging, such as EPS peanuts, excess shrink wrap, or other plastics.



### 3.4.9 Cart Washing



Specialty understands the City's desire to provide additional cart washing programs to residential customers to increase the participation in FoodCycle collection. Currently Specialty provides one cart wash per year for all residential customers who request it. Specialty has made exhaustive efforts in finding additional cart cleaning programs for consideration of the City of Sunnyvale. However, these cart washing services are not yet in sufficient abundance to provide a reasonable quote for adding these services. As an example, the only quote received from "Always Green Always Clean<sup>10</sup>" had a base cost of \$2,244 per day, for cleaning for 108 regular carts, where a surcharge would be added for split containers, for fuel, travel and supplies. Specialty feels that more time is needed for new companies and technologies to enter the marketplace to provide more cost competitive approaches to cart cleaning. Until such time Specialty will continue to offer one free cart cleaning a year for all City of Sunnyvale.

Through education and outreach campaigns that demonstrate food scrap recycling is becoming commonplace, there are aftermarket deodorizers and other daily practices that can assist with reducing these odors.

#### What about Odors?

For many people, using a separate waste container to discard food scraps is a new experience. It is not uncommon for these individuals to feel a sense of apprehension when placing an apple core or banana peel into the brand-new bin. This sensation of unease can intensify when discarding animal-based, expired, saucy, or fragrant food. Fortunately, there is no need to worry when changing bin type. Although the bin itself may have changed, the biological process of discarding food is no different than it was when it was comingled with other waste in the trash can. Although the food waste bin will get soiled during regular use, cleaning the bin as needed is a simple way to reduce potential odors.

#### To clean a food waste bin:

- 1<sup>st</sup> - Empty the food waste container.
- 2<sup>nd</sup> - Rinse the container
- 3<sup>rd</sup> - Scrub the container with soap and water
- 4<sup>th</sup> - Leave the container to dry.

For customers that are concerned about potential lingering odors, the bin can be effectively deodorized by:

- Leaving the container to dry in sunlight
- Soaking in a vinegar (pure white distilled vinegar works best) for 30 minutes
- Storing crumpled up newspaper inside the container when not in use.
- Use of deodorizing products

<sup>10</sup> <https://www.alwaysgreenalwaysclean.com/services.html>

### 3.4.10 Downtown Service Area



Specialty has been actively involved with the City to understand the unique needs of the downtown area that is currently planned for development. This downtown area is an important sector for economic growth, high density housing, City charisma and will require creative collection methods to accommodate the service needs.

#### Evaluation of Downtown Collection

The Downtown area has been going through a series of redevelopments in order to achieve a variety of goals for the City of Sunnyvale. These have been described in the Downtown Specific Plan and are summarized here. The Plan supports increased density, while maintaining and enhancing the Downtown as a pedestrian-friendly environment.

The Specific Plan details the following goals for Downtown:

- ✓ Enhancing the prominence of Downtown with the addition of iconic, high quality architecture and public spaces;
- ✓ Creating an urban downtown with a wide range of live and work options and the city's center for retail, service, and entertainment uses in an area adjacent to local and regional transit services;
- ✓ Enhancing employment opportunities responsive to local job market needs, such as research and development and technology businesses, to enhance local economic vitality;
- ✓ Providing more opportunities for higher-density housing to increase the number of new housing units to meet the needs of a range of income levels and to serve a variety of household types, to help address regional housing needs;
- ✓ Creating a distinct sense of place by providing enhanced connections and dynamic gathering places, while also allowing taller buildings and larger community gathering spaces;
- ✓ Allowing sufficient density and intensity to attract financially feasible private development that will support community benefits, such as open space, affordable housing, and funding for public facilities; and
- ✓ Creating a district that promotes the use of a variety of sustainable transportation modes, such as bike, pedestrian, ride-share, and transit and discourages use of single-occupancy vehicles.



While these goals are in the best interest for the City of Sunnyvale, they present solid waste collection challenges in order to ensure the area can be serviced adequately without causing significant disturbances for the region. Key challenges for collection in the area include:

- ♻️ High building density;
- ♻️ Mixed-Use development waste generation;
- ♻️ Undergrown parking garages that have space constraints and low ceilings;
- ♻️ Challenging traffic patterns;
- ♻️ Limited space on curbs for placement of containers
- ♻️ Long distances between potential container collection areas and staging areas for service; and,
- ♻️ Hours of collection to accommodate mix of residential and business setting.

Specialty has prepared a collection program that will accommodate these service challenges. Additionally, Specialty is proposing a modification to this in Section 3.5.1 that we believe will provide an enhancement to servicing this region.

### Collection Program



Specialty is currently servicing the developed portion of the downtown area. However, the new development, highlighted in yellow in the Map of Proposed Container Delivery, is currently planned development that has yet to be constructed. In order to effectively service this location Specialty is recommending that each customer use the unique push and pull, or scout services, of the bins. Specialty has solicited a bid from TrashScouts, included in Attachment A, for these services which are summarized here.

Customers will be required to hire TrashScouts to provide scout services for the collection bins. On the collection days, TrashScouts will use their specially designed pick-up trucks to collect the bins from the underground locations and deliver them to the staging locations (see blue shaded areas in Map of Proposed Container Delivery) where they can be serviced by the larger collection trucks. Containers will be collected using a front-load collection vehicle, as described in Section 3.3.2. Once the containers have been emptied by the collection vehicles TrashSouts will return the containers to their designated underground location.



A map has been provided to demonstrate the example routes the scout services would deliver the containers, and which locations Specialty is initially suggesting for staging the bins. As the area is developed more specific service arrangements may be discussed with the City to ensure the best program is put forward to meet the needs of this unique area. Currently, Specialty has estimated that all potential routes will require push/pull services between 601-1300ft, per the pricing arrangement presented by TrashScouts. This fee would be a passthrough cost to the customer, where Specialty would manage this subcontractor within the terms and conditions provided in the Franchise Contract.

 <b>Downtown Sunnyvale</b> Summary of Equipment & Personnel Requirement			
Front-Load Vehicle	Included in Commercial Services		
Bins	30 x 3 cubic yard		
Other Equipment	TrashScout Scout Services		
Drivers	Included in Commercial Services		

### Map of Proposed Container Delivery - Downtown Sunnyvale



#### Map Key

-  = New development stage that is proposed service for downtown
-  = Possible staging areas to place bins once they are retrieved from underground parking
-  = Potential container delivery estimated route with distance

### Customer Participation

Once this development area is complete it will be possible to assess what service level will be required for the customers. Specialty is making the assumption that these locations will require recycling, solid waste and organic services. Consistent with the practices described for commercial businesses (Section 3.3.3 and Section 3.4.2) customers will be asked to appropriately separate materials into the correct bins. Additionally, MFD customers at the locations will be asked to separate materials in accordance with practices described in Section 3.3.2 and Section 3.4.1.

Specialty will evaluate these customers in accordance with the programs described in Sections 3.4.1 and Section 3.4.2 to understand if separate food scrap collection is necessary, if they would meet waiver requirements, if the program would be most successful through diversion through processing (which would require a waiver and approval from the City) or if the area would be best served by shared bins for multiple customers. Specialty looks forward to working closely with the City to make these determinations and provide a level of service that drives diversion and is convenient to the customer.

In partnership with the City, Specialty and the technical assistance provider will work to provide a robust education and outreach program to this location. This will educate downtown developments on the need to divert food scraps, free from contaminants, into the appropriate containers (as necessary) and the need to divert recyclables into the fiber and container bins that are free from contaminants.

### Diversion Rate Impact

At this time, it is not possible to accurately measure the diversion rate impact of these collection services. Specialty remains committed to working with the City and customers to enhance diversion opportunities as this development comes to fruition.

### 3.4.11 Enhanced Technology

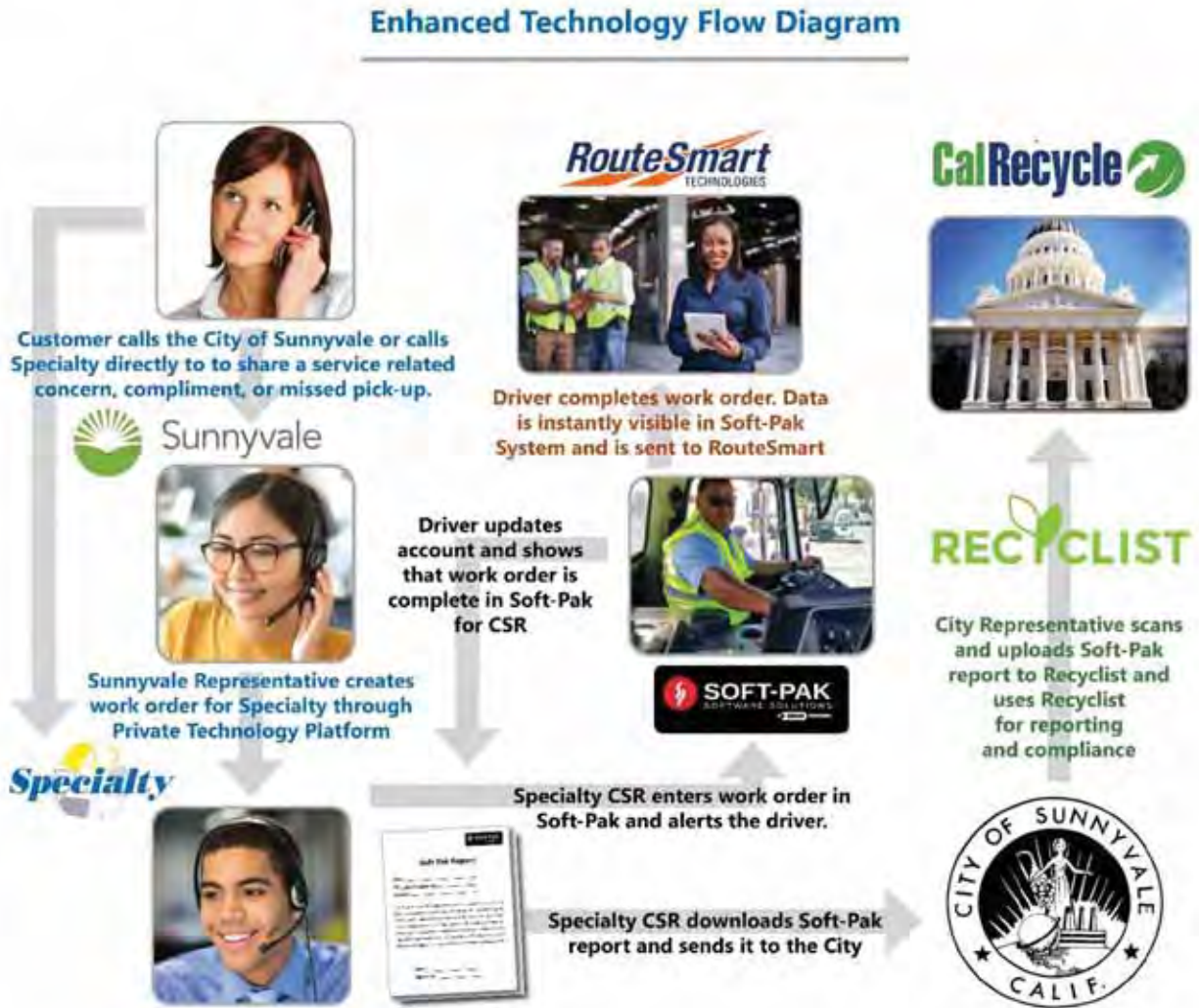


Specialty is proposing three technology enhancements that will be fully integrated to accommodate the needs of Specialty, customers, and the City. RoutSmart optimizes driver's dispatch for the most efficient, cost effective, and environmentally friendly routes. Soft-Pak tracks collection information to ensure a high level of customer service. Recyclist ensures customer education and outreach programs are tracked and reportable for the City to meet SB 1383, AB 1826, AB 341, and AB 901 compliance goals.





The following diagram describes how each of the technologies fit together to achieve optimum levels of communication, data transparency, and reporting.



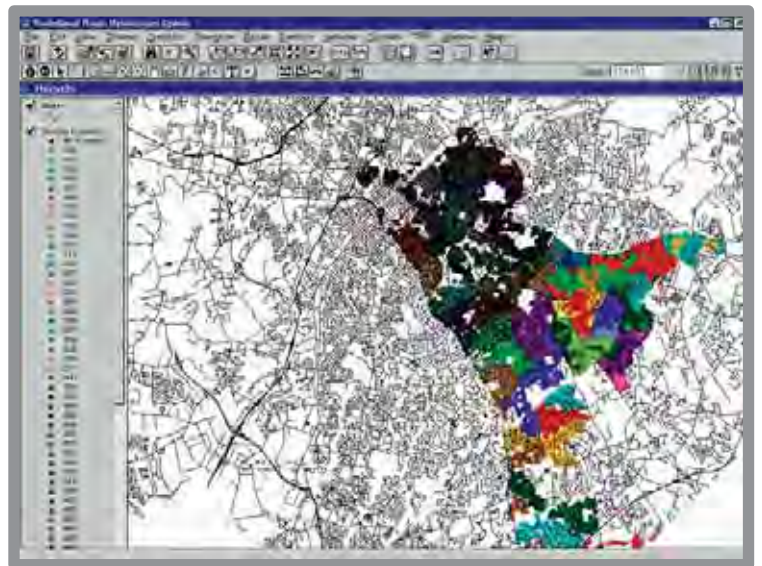
The process begins with a Sunnyvale resident or business owner making a call to the City to make a complaint or report a missed pick-up, where the City representative will create a work order for Specialty. Customers also have the option to call Specialty directly at (408)- 565-9900. This phone line is operational from 8:00 am to 5:00 pm, Monday through Friday, and from 9:00 am to 12:00 pm, on Saturday. Once Specialty receives the complaint through a work order from the City or from the customer directly, a Specialty CSR enters the information in Soft-Pak, which pings the driver to resolve the issue. The driver then picks up the missed collection and enters the issue resolved in Soft-Pak on the Mobile-Pak device within their vehicle. Soft-Pak is integrated with RouteSmart and this data is instantly available for route optimization. Specialty CSRs also instantly see that the issue is resolved through Soft-Pak. This data is printed out and sent to the City at the end of each business day. The City scans and uploads Soft-Pak reports to Recyclist, which is then used for data tracking and reporting for State compliance.

## RouteSmart

RouteSmart Technologies provides route optimization solutions that solve the most complex vehicle routing challenges with unrivaled precision and processing performance to enhance safety, reduce costs, and create efficiencies. The program uses data entry to optimize its output; the more data that Specialty drivers enter, the more it will optimize each route. For example, it can focus on right turns only, no U-turns, avoid schools and businesses at certain times, only service certain customers at specific times, avoid high traffic areas, etc. RouteSmart can also balance the routes if drivers input stop counts and hours worked. This program is specifically designed for high-density precision routing, meaning that it takes into consideration how far apart houses are and the best way to navigate a highly trafficked City. RouteSmart's experts are available to assist Specialty through a series of questions to dive deeper into understanding specific route optimization requirements and determine the best path forward.

Several benefits of utilizing this technology include:

- 🔄 A team of leading experts that stand ready to meet the demands of the City of Sunnyvale
- 🔄 Flexible, tailored, professional services solutions
- 🔄 Variety of training options to ensure that Specialty is able to learn all the aspects of the software needed to get the most out of the program
- 🔄 Technical support after RouteSmart is up and running
- 🔄 Mapping technique decreases vehicle miles traveled with geographically-compact routes and keeps trucks off the road longer
- 🔄 Prevents idling times by optimizing travel times that coincide with low traffic
- 🔄 Lower greenhouse gas emissions from the collection fleet
- 🔄 Adjustable settings to create better routes for unique personnel and vehicle needs, geographic variations and business logistic
- 🔄 Balanced route optimization per vehicles (described further below)



For the waste industry, developing routes that are equitable across the entire fleet is a crucial aspect of daily efficiency and productivity. Without the proper balance, routes may not be serviced efficiently or adequately. This is where automated route balancing comes in. Ensuring balanced daily routes helps organizations automatically plan out their daily activities without worrying about one vehicle having a "heavier" load than the next. As part of this due diligence, RouteSmart considers the type of optimization Specialty is performing (i.e., residential, commercial routing for the entire week, roll-off). It also factors in the type of vehicles Specialty uses (e.g., automated side-loaders that can perform more service in an 8-hour shift). By balancing routes per individual vehicle, this not only distributes the amount of waste collected so that one vehicle is not overloaded, but also ensures a full and equal workday for each driver.



RouteSmart has a close business partnership with Soft-Pak and integrated their products to provide the waste industry with a complete information management solution. Soft-Pak information can be uploaded to RouteSmart so that the information only has to be collected and input by the drivers and CSRs one time.

### Soft-Pak

Specialty is committed to excellent customer service. Central to great customer service is the ability to quickly respond and resolve any questions and concerns that a resident might have. Specialty will use Soft-Pak to manage route and customer information in order to provide this exceptional relationship with customers.





Soft-Pak uses state-of-the-art technology to enable a high degree of customer service to all customers. Soft-Pak's live integration of information between a CSR, dispatch, driver, and management team ensures that Specialty has all the information needed to provide the best service and experience for all customers. The base platform of Soft-Pak provides full account management for CSRs by customer, and allows for notes from special service



needs, outreach activities, courtesy notices, etc. Additionally, Soft-Pak provides Specialty with Mobile-Pak devices for all drivers. This is an easy to use modular add-on similar to a tablet interface. The Mobile-Pak allows for real time data input and communication between drivers and CSRs. For example, a driver can add a note and picture about a resident with an overflowing cart. The information will transmit to the CSR and if that same customer calls in thirty seconds later, the CSR will have all needed information to address the situation. Specialty has added the Mobile-Pak module, which can be accessed on a tablet provided to each driver, allowing us to relay information in real time between CSRs and dispatchers in the office, as well as route supervisors and drivers in the field.



Utilizing Soft-Pak as well as tablets with the Mobile-Pak module provides Specialty with a range of capabilities:

- 🔄 Tracking and maintaining a customer base and customer interaction within one centralized database, which includes service addresses, contract information, level of service and collection day
- 🔄 Prorating accounts, positively or negatively, based on the start or stop of an account

- 🔄 Actively maintaining and audit both permanent and on-call routes
- 🔄 Accessing over 120+ standard reports or customize reports based on filters (i.e. missed pickups)
- 🔄 Real time GPS tracking
- 🔄 Sending scheduled and on-call work instantly to drivers
- 🔄 Mapping of local streets and highways
- 🔄 Picture capabilities for overloaded/blocked containers
- 🔄 Recording all driver activity
- 🔄 Recording service time for each stop, including whether that stop was completed as scheduled or skipped/blocked/overloaded, etc.
- 🔄 Geo coding each stop for route management
- 🔄 Tablet mount for in cab usage, including rugged case for mobile durability
- 🔄 Entering scale ticket information from disposal/transfer facility
- 🔄 Capturing signatures for customer verification
- 🔄 Easily charging for and verifying additional services



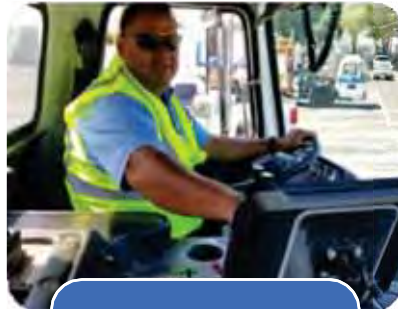
Drivers are able to easily use the tablet enabled with Mobile-Pak, where they can scroll through their route list, update stop activity, and receive dispatched work in real time. Route information is easily entered via a drop-down selection that instantly transmits back to the office. Driver activities and their GPS locations are sent to customer service or dispatching and displayed via Google Maps. All information flows back in real time with back office functions like route productivity, work orders, billing, and route follow up completed instantly.

Mobile-Pak tablets can be mounted in the cab for one-touch use or carried by the driver for mobility purposes. Drivers can easily take photos, update notes, and instantly verify additional services with two "clicks". Truck locations are displayed via GPS which provide customer service and dispatching with an easy view of the entire fleet.

### Soft-Pak Information Flow Chart



Route List  
uploaded  
to Mobile-  
Pak nightly



Driver follows  
route, notes if  
there is an  
issue.



Notes are  
immediately  
entered into  
Soft-Pak .

Through CSR training and the tracking abilities available through our technology providers, Specialty will meet or exceed all customer service requirements. CSR Supervisors will review reporting on a routine basis to ensure that all CSR's are using the technology to the best of its abilities, responding to all customer calls courteously and efficiently and that all customer complaints are resolved completely and in a timely manner.

- 🔄 Respond to customer complaints, service requests and other customer inquiries transmitted by mobile device applications in a timely manner.
- 🔄 Provide accurate monthly and annual reporting of Specialty's service performance in the City approved format.

We understand that by investing in excellent customer service we can create a positive relationship between our company, the City, and each individual in the City of Sunnyvale. We believe that this relationship assists in all facets of education and program involvement, where residents will take personal pride in assisting our collaborative approach to the better management of recyclables, organics, and solid waste for the City of Sunnyvale.

#### Recyclist

Recyclist is a cloud-based program specifically for solid waste management. All businesses and multi-family accounts are conveniently stored in one place, so that anyone with access can quickly find contacts, addresses, service information, and outreach history. Recyclist service includes periodic data imports that give visibility into service changes, including new accounts, closed accounts, and changes in service levels.



Soft-Pak reports can be uploaded to Recyclist so that the two technology platforms are seamlessly integrated. Reports from Soft-Pak will be downloaded and uploaded to Recyclist as regularly as the end of each business day, weekly or other intervals as determined by the City. The City of Sunnyvale would be able to continue with the same reporting program and not have to modify in order to integrate Soft-Pak. This combination of technologies is currently being used in other Bay Area waste companies, including Garaventa Enterprises, Napa Recycling, and Marin Sanitary. Additionally, SCS Engineers, the technical assistance subcontractor for reporting, could be granted access to Recyclist to report on-site audits and customer education.



### Training Program

Training will commence beginning the beginning of 2021, or as soon as the technology is implemented, where Specialty staff will learn all three technology enhancements. RouteSmart, Soft-Pak, and Recyclist all provide training programs for a seamless transition to the new systems. Specialty Staff will receive a well-rounded training from these companies, and the City will be invited to sit in. After the initial onboarding of the training program, employees will keep their skills current and learn about the latest application functionality by participating in Routing University. Designed to fit within a busy schedule, RouteSmart offers numerous training options that are flexible and customizable. Drivers will be additionally fully trained on how to use Mobile-Pak. This includes following the navigation system and learning how to operate the program in order to optimize their workday.

CSRs will be fully trained on the new Soft-Pak software and also will be given a training on how it connects with the current software, Recyclist. Recyclist provides a customized tutorial for staff, and gives the information needed to utilize the full capacity of the tool. By the end of the training period, the CSR will be able to use Soft-Pak and integrate with Recyclist, creating, editing, and running reports from Soft-Pak, monitoring and reporting through the phone system and a complete understanding of Specialty's values and beliefs relating to both customer service and employee and City satisfaction. CSR's will be fully trained on starting and stopping service, adding, deleting and adjusting service levels, adding, deleting and adjusting routing, inputting comments to a customer's account and verifying and adjusting any billing discrepancies. CSRs will also be trained on how to transfer data from Soft-Pak to Recyclist, so that the City has access to all related Specialty operational data.

### Cost of New Technologies

RouteSmart is approximately \$100,000 up front, with annual maintenance and map updates for \$16k after the first year. Soft-Pak has an initial fee of \$133,745, with annual costs of approximately \$34,773.70. Recyclist has been purchased by the City where the expanded use would not result in any additional costs.

### 3.4.12 Vehicle Fleet and Fuel



Specialty is constantly finding better ways to collect garbage and recyclables while being environmentally conscious, including upgrading to the best available technology for their collection fleet. Specialty has been purchasing renewable natural gas (RNG)/compressed natural gas (CNG) for the fleet and will continue to purchase RNG to support carbon negative fuels. Specialty started with purchasing CNG, then began buying credits for RNG from various sources, where we will soon be buying credits for 100% dairy RNG. As new renewable fuels become more readily available in California from the diversion of organic materials, these purchases can meet the more rigorous SB 1383 procurement requirements. Once the Zero Emissions Vehicle (ZEV) becomes feasible for the Specialty fleet, Specialty plans to work with the City to discuss

implementation of a phased-in transition to this new technology. This would involve initial planning, purchasing, and testing of the new Zero Emissions Vehicle and charging infrastructure, as well as operation and maintenance training. As of now, it looks like it will be several years before there is enough clarity to make an informed and cost-effective decision to transition to a ZEV fleet to service residents and businesses reliably. Until then, Specialty will continue to work with the City to pursue their goal of a carbon neutral fleet with RNG/CNG technology and the purchasing of carbon credits.

#### Converting from Fast-Fill to Time-Fill



Specialty will soon rebuild their CNG fueling facility, located at 3355 Thomas Road, Santa Clara, CA 95054, after its twenty successful years of operation. In addition to fueling the Specialty collection fleet, this station has additionally provided fueling infrastructure to the City and the public since 1993. The current Trillium fueling/maintenance agreement runs through December 31, 2021. At that time, the new fueling station provider, Trillium or other, would take over maintenance of the current station until the new station is complete. Currently the station provides a "fast-fill" option, which is best for light-duty vehicles, but Specialty is looking to upgrade the

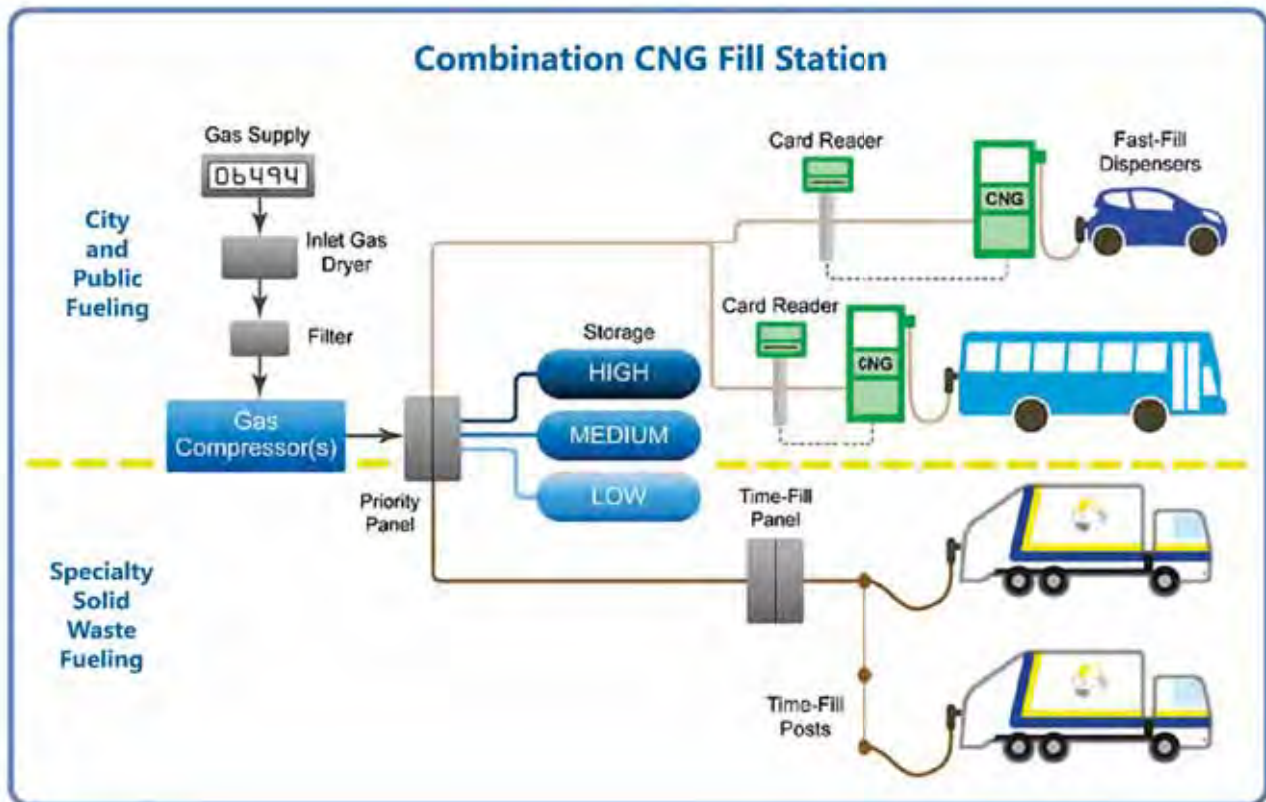
station to a “combination-fill” option that also includes a “time-fill” or “slow-fill” pump, which is best for refueling larger vehicles overnight.

The main differences in the structures of both types are the compressor size and storage capacity. These elements determine the amount of fuel dispensed and time it takes for CNG to be delivered. There are many advantages to a combination fill station which can be distilled to three major points:

- 🔄 Increased flexibility for the public, City, and Specialty
- 🔄 Greater efficiency in fueling and maintenance
- 🔄 Significant labor efficiency.

Fleet vehicles are at a significant advantage from slow-fill stations as the reduced heat of the fuel allows for greater amounts of fuel to be housed in the fuel tanks. This is opposed to a fast-fill, where the increased heat does not allow the tank to be filled completely. Additionally, there is greater control over when the fleets may be filled. Most commonly the vehicles are filled during off-peak hours (like at night) when electricity rates are lower.<sup>11</sup> This additionally saves on electricity costs.

Public fill times would also decrease, as Specialty trucks would not be using the compressor during the day. Time-fill is more efficient for the fueling compressor where it would start once and run



<sup>11</sup> See U.S. Department of Energy – Alternative Fuels Data Center [https://afdc.energy.gov/fuels/natural\\_gas\\_cng\\_stations.html](https://afdc.energy.gov/fuels/natural_gas_cng_stations.html)

until the fleet is complete, as compared to starting and stopping several times throughout the day with fast-fill. This extends the life of the compressor and reduces maintenance. Labor costs alone are a huge advantage. Time-fill allows maintenance on the compressor to be completed during the day when the fueling station is not in use. It currently takes several hours for the trucks to fast-fill and the drivers must refuel their vehicles at the end of each day. The time-fill plug in overnight would eliminate this labor cost, and the driver could come back to the fully fueled vehicle the next morning. Time-fill eliminates all overtime associated with fueling after the route is complete. Additionally, time-fill stations can also be tailored specifically to the type of vehicles in use, which provides efficiency in fueling.

Considering the advantages of fueling efficiency and minimizing labor costs, Specialty would like to work with the City to upgrade the facility to a combination-fill station. This would allow for the flexibility of servicing the City and public with the fast-fill option, while also saving time and cost for collection vehicles with the time-fill option.



### **Bridging to Electric Charging**

An option for ZEV charging can also be added to the infrastructure once Specialty and the City determine the appropriate time of phase-in. The fueling station itself could not be converted, but some pieces would be reused. For example, K-rails will be placed throughout the truck parking lot, with fueling ports and conduit for wiring at each stall. This portion of the station could be re-used for electric. In addition, if we install a backup generator for the fueling station, this could also be reused for electric. Although there is a general understanding of possible costs, without knowing how truck technology will evolve over the next several years, it is impossible to provide a quote to add electric charging to the current Specialty Sunnyvale fueling station. A projected cost to upgrade to include a ZEV charging station is further discussed in the next section.

In the future, when Specialty transitions to electric or another possible Zero Emissions Vehicle technology, the CNG station would continue to be in service for the remaining CNG trucks and public use, as the incorporation of ZEVs would be done in a phased in approach. Whichever technology Specialty decides to move forward with could also be offered to the public, through the current public access (fast charging electric station, or hydrogen fueling, for example). Specialty is always looking to become more sustainable with their operations, for example the possibility of adding solar panels over the truck parking lot to offset future electrical usage.

### **Cost of Converting from Fast-Fill to Time-Fill**

Monthly there would be a labor reallocation of 90 hours for the shop employees and a labor savings of 100 hours of overtime for the drivers due to fueling. (1,080 hours or \$45,392.40 at the current labor rate per year for shop employees and 1,200 hours or \$75,564.00 at the current rate of overtime per year for the drivers). This would allow the shop employees to continue servicing trucks instead of fueling the vehicles and the drivers could begin their days at their regular hours.



Additionally, there is no direct annual cost of subcontractor services associated with operation and maintenance for each approach. Maintenance cost for the station is incorporated into the per GGE (gasoline gallon equivalent) price, as it is with the current station.

There are no foreseeable disadvantages with converting from fast-fill to incorporate a time-fill station. The initial cost of conversion can be easily incorporated, as the Specialty Fueling station is past its useful life and needs to be replaced. The daily operations provide a cost savings with more efficient personnel operations and more efficient equipment.

### Future Subcontractor

Specialty has selected two options for possible subcontractors to build the new fueling station. The current maintenance term goes beyond the franchise term, through 12/31/21. Specialty has the option to extend the agreement with Trillium (current contractor), to maintain the current station until the new station is ready. Specialty also has the option of entering into a new contract with TruStar to maintain the current station until the new station is complete. TruStar has provided a quote to build turnkey operations with a combination of Fast-fill and Time-fill fueling station. The proposed capital depreciation period will be either 7 or 10 years, depending on the agreement. Annually this amounts to \$300,438 under the 7-year contract and \$210,307 under the 10-year contract. The chart below demonstrates an estimated cost to build the new station and can be used for an understanding of projected costs with either subcontractor.

### Fueling Station Proposal




<b>TOTAL PRICE WITH TAXES AND FREIGHT</b>	<b>\$1,999,763.44</b>
Total Price Without Applicable Taxes	\$1,844,275.06
Required Down Payment	\$399,952.69

### Electric Vehicle Cost and Performance

There are no published long-term studies on electric refuse truck use. The most recent published study that we located that is relevant is the National Renewable Energy Laboratory (NREL) study of Foothill Transit, a CNG transit bus fleet located in southern California. The NREL Study is valuable as it compares the operations and maintenance cost of the existing fully CNG transit agency to the transition costs to zero emission vehicles (ZEVs) in the urban routes of Los Angeles.<sup>12</sup>

There are many similarities in refuse truck and transit bus operations seen in this study that are early indicators of the costs to the City and Specialty with the new ZEV technology. Both the Foothill Transit fleet and the Specialty fleets: 1) Have extensive experience and investment in CNG infrastructure and maintenance facilities and staffing; 2) Operate on fixed routes; and 3) Operate in dense urban areas. The NREL Study documents results from April 2014 through December 2018. The summary of data analysis below represents cumulative data through June 2019. Among the findings of the NREL Study are:

<sup>12</sup> See <https://www.nrel.gov/docs/fy20osti/73516.pdf>

-  Fuel Cost (\$/mile): CNG \$0.26 versus ZEV \$0.45
-  Maintenance Cost (\$/mile): CNG \$0.39 versus ZEV \$0.60
-  Total Operating Cost (\$/mile): CNG \$0.74 versus ZEV \$1.07

The City of Palo Alto deployed one ZEV refuse truck in 2017.<sup>13</sup> Unfortunately there are no published studies on this program, and we have not received a response from the City of Palo Alto despite repeated attempts initiated on March 23, 2020.

In May 2019, the City of Seattle Public Utilities announced an initiative to require its refuse collectors to deploy up to 200 cleaner vehicles, labeled “Green Fleet” by the City.<sup>14</sup> The City expected to have rolled out the full Green Fleet by early 2020. The fleet includes 2, first in the nation, 100% electric Class 8 rear-load trucks. Our understanding from the City’s contractor, Recology, is that the truck delivery was delayed for more than one year. It is not certain at this time if the truck manufacturer (Chinese-owned BYD) will have the staying power to continue after the COVID-19 pandemic. The City of Seattle also committed to four mid-size trucks for smaller routes and container delivery, and 12 small hybrid or full electric-support trucks or cars. Most of their roughly 200-vehicle green fleet started servicing customer routes in spring 2019. The green fleet includes 91 Waste Management trucks powered by RNG and also includes 80 Recology trucks that are powered by hydrogenated-derived diesel. The total ZEV deployment planned is 18 trucks of the 187 total “green fleet,” or less than ten percent. The impact of COVID-19 on heavy truck manufacturing in general, and the Palo Alto and Seattle pilots in particular, is not certain. This is discussed in more detail in the next section.

### **Fleet Transition Cost “Breaking Point”**

The California Air Resources Board (CARB) assembled the Advanced Clean Trucks (ACT) committee in 2016 and Specialty’s consultant team was named to the committee. CARB has moved from research to regulatory development with a proposal to be heard at the June 2020 CARB board hearing. Currently there is insufficient experience with electric refuse trucks to provide any reliable “break point” analysis. As discussed below there is the baseline CNG fleet information to share to continue the dialogue with the City as ZEV availability increases as the manufacturers emerge from COVID-19 impacts.

The availability of electric refuse trucks beyond the token few in use in 2020 have been impacted by the stall in truck manufacturing as a result of the COVID-19 global pandemic. Last year, the Truck and Engine Manufacturers (EMA) testified to CARB, “that in 2026, 100 percent of refuse trucks can be ZEVs.” The crisis will likely have negative impacts to the supply chain for ZEVs and CARB’s own ambitious schedule from late 2019 is being modified for this new reality with a ZEV

<sup>13</sup> See <https://www.cityofpaloalto.org/news/displaynews.asp?NewsID=4068> , last updated October 2017

<sup>14</sup> See <https://atyourservice.seattle.gov/2019/05/29/seattle-rolls-out-industrys-greenest-fleet-leads-the-way-in-solid-waste-pickup/>



manufacturing mandate being pushed from a 2024 to 2030 timeframe, and maybe out as far as 2035.<sup>15</sup>

The impact of COVID-19 on heavy truck manufacturing is not certain, however early indicators are that the traditional truck manufacturers will struggle with the loss of more than 50% production in 2020 and multi-year impacts similar to the 2008 to 2012 decline.<sup>16</sup> In a March 23, 2020 letter to CARB, the EMA stated that CARB's planned manufacturer ZEV mandate cannot be achieved for the foreseeable future, "This is not a business as usual situation, and it should not be a regulation as usual situation either. While the economic impacts of the Omnibus Low-NOx and ACT rules always were going to be challenging, "they simply are no longer sustainable or implementable on top of the economic strains caused by the on-going COVID-19 crisis and the apparent recession that we now face."<sup>17</sup> As the fleet end user, neither Specialty nor the City can make any definitive timeline for transition to ZEVs based on this information. The continuing discussions at least annually is advisable given this uncertainty.

According to the California Air Resources Board (CARB), there are, "key cost components that differ significantly between technologies including the purchase cost of the vehicle, ongoing fueling and maintenance costs, Low Carbon Fuel Standard (LCFS) revenue, infrastructure, and other assorted vehicle operating costs."<sup>18</sup>

The technical constraints and factors that need to be addressed when determining the transition to a ZEV fleet are identified in the referenced CARB discussing document. Each of these components are summarized below and tailored to the Specialty fleet.

**Vehicle Purchase Price:** The estimated truck costs for the three CNG vehicles currently serving the City are: 1) Residential automated side-loader at \$550,000; B) Commercial front-loader at \$470,000; and C) Roll-off at \$350,000. The estimated truck costs for the ZEV refuse truck is in excess of \$700,000 each. Note that a ZEV roll-off truck is not currently manufactured due to its unfavorable duty cycle for ZEV application (e.g. longer range and weight sensitivity).

**Fuel Cost:** The current CNG price at Specialty is \$2.44/GGE (gasoline gallon equivalent). The NREL Study found that, "On average, electricity cost is approximately 6 times the cost of CNG."<sup>19</sup>

<sup>15</sup> See CARB's rulemaking page for the updated proposal for the June 2020 Board meeting:

<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-trucks>

<sup>16</sup> See <https://www.fleetowner.com/covid-19-coverage/article/21128021/cv-production-to-fall-to-great-recession-levels-fty>

<sup>17</sup> See letter from EMA to Steven Cliff, CARB dated March 23, 2020 (Appendix F)

<sup>18</sup> <https://ww3.arb.ca.gov/regact/2019/act2019/apph.pdf> at p. 1 " Total Cost of Ownership Discussion Document"

<sup>19</sup> NREL Study, Slide 32

**Fuel Infrastructure Cost:** Specialty invested approximately \$665,808 to develop the CNG infrastructure in place today. A recent quote for just under \$2 million has been received for the upgrade of the existing infrastructure. The cost and timeline to install electric charging infrastructure to support ZEVs is not known at this time. Factors influencing the costs relate to PG&E readiness for the planning, permitting, execution, and public funding availability.

**Maintenance Cost:** Specialty has invested in the physical shop, tools, and training to reliably service the CNG fleet. When the need arises, the local parts and service network for the CNG vehicles has evolved over more than 15 years to reduce downtime and keep the vehicles well maintained and safely serving customers. The NREL Study found that regarding maintenance, "Overall cost per mile without low-voltage battery costs for the BEB 35FC buses was 1.5 times higher than the CNG bus cost; cost for the BEB 40FC buses was 1.4 times higher than the CNG bus cost."<sup>20</sup> Note that the "BEB" nomenclature refers to the ZEV bus size. The takeaway is that a significantly increased maintenance cost comes with the decision to go ZEV.

**Environmental Benefit:** Specialty implemented RNG and is looking to source less carbon intensive dairy biogas. The environmental benefits of ZEV's are not certain. Factors include: 1) The source of electricity; 2) More ZEVs are needed to accomplish the same carrying capacity (so it is not a one-to-one replacement), due to the loss of payload compared to CNG; and 3) The impacts of battery manufacturing, recycling potential or disposal is not understood.

In summary, the technical constraints and factors discussed in this response will inform the future monitoring of ZEVs and a data-driven decision-making process that will allow both the City and Specialty to decide upon the timing of any ZEV deployment. As of this writing it appears to be several years into the future before there is enough clarity to make an informed and cost-effective decision to service residents and businesses reliably.

<sup>20</sup> NREL Study, Slide 44

### 3.4.13 Safety Tracking



Specialty has a history of maintaining a strong safety record with a focus on training, reporting and learning from close-calls and near misses. This safety record has resulted in "modification rate" (MOD rate) issued by the State Department of Industrial Relation's (DIR) Workers' Compensation program annually to be very high and result in favorable insurance rates. In response to the RFP Specialty has worked closely with OMNIS Risk Insurance Solutions to discuss tracking this MOD rate separately from Bay Counties Waste Services, who operates the SMaRT Station.

Per the California Workers' Compensation Experience Rating Plan Regulation, "*separate entities shall be combined for the experience rating purposes when the same or same persons own a majority interest in each of the entities*". As there is shared ownership between Bay Counties Waste Services and

Specialty Solid Waste and Recycling, these MOD rates must be combined for the experience rating purposes (x-mod).

In order to be fully responsive to this RFP request Specialty has asked OMNIS Insurance Company to provide the following letter:



May 15, 2020

**Specialty Solid Waste Services – MOD  
Rate for Collection Services RFP**

Dear Jerry,

For the purpose of your RFP, with the City of Sunnyvale, OMNIS has prepared an independent MOD rate for reference in your response. Using the same formula as the Workers Compensation Bureau does in tabulating the x-mod, we were able to separate out Specialty Solid Waste and create an 'independent' x-mod, as if there were no other combinable entities (Bay Counties). The WC Rating Bureau uses a specific formula for establishing the x-mod. This formula often changes depending upon the losses in CA for certain class codes.

The x-mod is a ratio between your entity's payroll over the dollar amount and the number of the claims. The WC Bureau also includes certain formulas with max dollars, split

**OmniRisk Insurance Solutions**

Tammy Gaw  
OmniRisk Insurance Solutions  
Sunnyvale, CA  
tgaw@omnisk.com

**Experience Rating Worksheet**

SMARTE (WYS)	Employer Name (DBA) ALAME	Employee Alterable Rate S&W	Description 2019 Projection
Tammy Gaw OmniRisk Insurance Solutions tgaw@omnisk.com	COOPERATION City Code (Links to City Job Sheet)	Plan (A01)	CONTACT First Name Last Name
Phone Fax CSR Name: Tammy Gaw CSR Phone: () CSR Email: tgaw@omnisk.com	Mailing Address 2210 Thomas Rd City State Sunnyvale, CA	Organization: Principal	Email Address Phone
Risk ID: 0-14-4580 Agency ID:	Continued	Rating Date: 04/01/2018 Experience Period: 07/01/2018 to 07/01/2018	X-Mod: 67

dollars and minimum dollars on claims, as part of their formula, takes into consideration size of company and other factors. The result is an assignment of points to each claim. Those points per claim develop into your x-mod. The results are below: We would like to reiterate, per the California Workers' Compensation Experience Rating Plan Regulation, "separate entities shall be combined for the experience rating purposes when the same or same persons own a majority interest in each of the entities". As both Specialty Solid Waste & Recycling and Bay Counties SMaRT are DBA's of Bay Counties Waste Services, Inc., these MOD rates must be combined for the experience rating purposes (x-mod).

Regards,

Tammy Gaw



OmniRisk Insurance Solutions

**Tammy Gaw – President – CIC, CRM**

OmniRisk Insurance Solutions, Inc.  
108 S. Sunnyvale Ave, Suite A Sunnyvale CA 94086  
Cell: (408) 961-3489  
Office: (408) 245-6600  
Email: TGaw@omnisk.com  
Website: Omnisk.com  
License# DG44942

Specialty will continue to track training programs, any relevant OSHA related incidents, near misses or other metrics as they relate to safety separately. Specialty implements a range of safety training to ensure that this is the number one priority of the operation.

### **Fleet Safety**

Specialty operates a fleet that travels thousands of miles annually. Driving large vehicles has inherent risk and requires trained and disciplined staff. Specialty ensures drivers are thoroughly qualified and maintains only those drivers with demonstrable records of safe and courteous conduct. Once hired, Specialty provides continual training and ensures all training is specific to the vehicles the drivers operate, including an exhaustive review of all the safety features and best practices.

Drivers are closely monitored during their initial hire period to ensure safe driving practices. After this initial period, drivers receive continuing safety trainings. All safety records, including training records, are kept at Specialty's offices and are available upon request.

### **Zero-Tolerance**

Specialty has a zero-tolerance policy for the use of alcohol and drugs for employees who are operating vehicles. Employees who are discovered to be in violation of this policy are subject to dismissal.

### **Incidents**

Specialty maintains an excellent driving and safety record. However, Specialty has protocol in place in the event of a collision. In the event of a collision, it is Specialty's first priority to ensure the safety of its drivers and the public. Specialty's drivers, once safe, will document the details of the collision and log them for recordkeeping purposes. If appropriate, normal route service will resume. In the event the collision is significant, the route service may be addressed by other vehicle routes until the incident is resolved.

Drivers found at-fault for a collision will undergo a mandatory safety review and may undergo additional training before reinstated on his or her route.

### **Illness**

Specialty's drivers are given sick leave to ensure their health and happiness. Ill employees may use sick time to stay at home. Employees who suspect they are ill with a contagious illness will not be required to work if their work endangers other employees or the general public. This precaution will be in place, regardless of whether the employee has remaining budgeted sick days.

Furthermore, collection drivers will be given personal protective gear as available to protect them from exposure to toxins and pathogens while collecting refuse. This risk is further minimized by the prevalence of automated and mechanical collection equipment on the refuse trucks.



## 3.5 Specialty Proposals

Specialty has provided two additional proposals for consideration by the City to provide service enhancements to the collection programs.

### 3.5.1 Early Service for Downtown Development



Specialty has provided a description of how the future development in Downtown Sunnyvale could use a Trash Scouting company to provide push/pull services to assist in the efficient collection of containers in the area in Section 3.4.10. As a further enhancement to this service offering, Specialty is suggesting that the collection hours of the Downtown area be adjusted to early service times, where trucks will complete collection starting no earlier than 6 a.m. and be completed no later than 8 a.m. This will significantly assist in completing the required push/pull program, in tandem with the servicing of the containers by the collection vehicles, from impacting the daily traffic patterns of the area. Although there are residential properties in the region, these new residents will be well above street-level, in new buildings which are considerably protected from sound.

Additionally, Specialty is utilizing CNG vehicles which significantly reduce noise impacts for customers. These factors, combine with the significant benefits of reducing impacts on traffic, would not only result in better, less disruptive, service, it would allow for much greater efficiency for Specialty drivers. We look forward to discussing this option further with the City, where we feel the benefits of the program would be considerable for the operations when servicing this region.

### 3.5.2 Edible Food Recovery Infrastructure Support




Specialty is committed to not only provide exceptional service to the City of Sunnyvale, but also to improve the health and well-being of Sunnyvale at large. This has been reflected in the commitment to various community organizations and support of local non-profits in our charitable giving. SB 1383 provides an exceptional opportunity to further support the local community, through the requirements for capturing greater levels of edible food from the waste stream to feed people. At a minimum the City must navigate how to support edible food recovery infrastructure in order to ensure that at least 20% percent of discarded edible food is recovered by 2025. Specialty is offering an opportunity to link supporting this infrastructure to the collection franchise in this optional proposal.

#### Edible Food Recovery Program


Specialty is determined to assist the City in decreasing the amount of tonnage sent to landfill because of the important environmental protections it provides and because our company is determined to do the socially responsible thing before being asked. This includes the progressive steps in reducing our fleet emissions, expanding diversion opportunities and now providing a program that enhances our social benefits for our community. Edible food recovery, where food is safely captured to feed people instead of sent to composting or anaerobic digestion, is an exemplary demonstration of promoting socially responsible programs ahead of traditional resource recovery from a waste hauler.

Specialty would like to include the cost of a collection vehicle, that would be purchased by Specialty, but owned and operated by Sunnyvale Community Services, for exclusive use as collection of edible food within the City. The vehicle can be co-branded with City, Specialty and Sunnyvale Community Services logos and a demonstration of partnership, collaboration, commitment to community welfare and to assist in the compliance with SB 1383. This vehicle would be outside of the regular cost-plus model, where Specialty would not receive profits based upon the purchase, nor expect repayment of the asset. The vehicle cost, capped at \$100,000 in the initial year would be a one-time payment to Sunnyvale Community Services, and used to service Tier 1 and Tier 2 commercial generators.



**Sunnyvale Community Services** works closely with Second Harvest of Silicon Valley and other donors to provide clients with necessary and nutritious food. Some programs they offer include Produce Monday which provides 20-30 pounds of fresh produce to their clients. Monthly Food program offers grocery staples such as chicken, milk eggs, rice, bread, canned goods, and can be picked up at drive-through distributions. Ready-to-eat foods are also available for the homeless community. During the summer months, they have special additional food for families and children who rely on school meals. In addition to these, they are always open for non-perishable food donations from individuals throughout the year.

Sunnyvale Community Services works closely with the local food bank, in addition to other edible food recovery agencies that are making considerable impacts on the collection of food from commercial generators. Specialty looks forward to becoming a part of this network of forward-thinking groups, in order to understand the greater impact our company may have on their success.



**Our Daily Bread** is a non-profit community-supported outreach program. ODB serves free hot meals 3 days a week to hungry people without qualification or restriction. They are a part of St. Thomas Episcopal Church that currently serves 280 diners per day.

Additional programs may be incorporated into the technical assistance and disbursement of Outreach and Education programs to educate generators on the issues of food waste and bridging the gap with food insecurity. Our SB 1383 Compliance Manager will be poised to answer basic information on Food Safety and have information at the ready for commercial generators to find out more about how to separate edible food in a safe manner for collection.



**LOAVES & FISHES**

FAMILY KITCHEN

**Loaves & Fishes** provides meals at no cost to ensure food security and nutrition for low-income families, disadvantaged individuals with a special concern for children, families, seniors, veterans, students, disabled, and the homeless. They have partnered with nearly 80 other nonprofit agencies which include a fleet of hot/cold temperature-controlled delivery trucks. This allows them to deliver an average of 25,000 meals per week across the Bay Area from Gilroy to Palo Alto and provide even more free hot meals to low-income senior retirement centers, community centers, schools, shelters, transitional housing, and afterschool programs. Their partnership with A La Carte, a food recovery program that diverts much-needed food from landfills and compost, enables Loaves & Fishes to re-distribute prepared and pre-packaged food and double their meal service capacity from 525,000 meals to over 1,000,000 meals each year.

Specialty, the City, County and collection of interested parties may also consider investment into a food recovery kitchen to help recovery additional waste food that ends up in the disposal stream. These recovery kitchens target end of life products and repurposes them so they can be easily given as prepared food for seniors, those with disabilities or who may need assistance providing healthy meals for themselves and their families. This kitchen could be funding through innovative programs such as donating \$1 for every customer who moves to on-line bill pay, charitable drives and fundraisers or other collaborative activities.

**Senior Nutrition Program**

put on by Santa Clara County Social Services Agency and Council on Aging Silicon Valley, the Senior Nutrition Program provides high quality, cost efficient, nutritious meals to eligible adults 60 years of age and older. Their goals of the program are to reduce hunger and food insecurity, increase socialization, and promote the health and well-being of other adults by improving access to nutritious meals and other health and wellness services. The program has congregate meals at 38 different nutrition sites throughout Santa Clara County, 7 days a week and provide social opportunities such as access to exercise programs, classes, legal, and financial services. In addition, they provide a Meals on Wheels program, where 14 frozen meals as well other staple grocery items such as milk, bread, and juice get delivered once a week to older individuals that have difficulty obtaining food for themselves. Friends from Meals on Wheels is a program that was specifically created to increase socialization through activities such as home visits, telephone calls, personalized home based exercises, pet food deliveries, birthday card and gift deliveries.

Further, Specialty suggests the City consider out of the box thinking to support the recovery of edible food from residential customers through including organizations like Village Harvest in Outreach Materials. Residential customers may not participate in traditional edible food recovery for food safety concerns, however for those that have gardens and trees that produce edible food, they may be 'gleaned' if they are over-abundant and the food can be delivered to a local agency to help reduce food insecurity. This program would be highlighted through outreach to single-family homes who would benefit from reducing their waste.



**Village Harvest** is a volunteer organization in the San Francisco Bay Area that organizes volunteer harvesting of abundant fruit from homes and small orchards, then passes it along to local food agencies to feed people in need. They also assist neighborhoods to organize their own fruit harvests and provide education on fruit tree care, harvesting, and where to take their excess fruit to benefit the community; as well as information training sessions, tastings, and recipes on using home-grown fruit to create jams and other preserved foods. The volunteers harvest up to 1/4 million pounds of fresh fruit each year from home backyards and noncommercial orchards.



## 4.0 Cost Proposal Forms

Please see separate USB for Cost Forms.

**Please note these items are Trade Secret Information – Confidential and Proprietary**

**CONTRACTOR COMMENTS TO DRAFT RFP AGREEMENT  
REMOVED.**

## 6.0 Completed Forms

### IRAN CONTRACTING CERTIFICATION

#### 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.


Specialty Solid Waste and Recycling (Company Name)

By:  (Signature)

Name: Jerry Nabhan (Printed Name)

Title: SECRETARY

Date: APRIL 7, 2020

  
Signature  
SECRETARY  
Title

## SECRETARY'S CERTIFICATE

---

### Secretary's Certification

The undersigned, being the Secretary of Specialty Solid Waste and Recycling, a 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 Jerry Nabhan be, and hereby is, authorized to 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.

  
Signature

Dated: April 7, 2020

## 7.0 Signed Addenda

The City has provided the following Addenda to the Contract which Specialty acknowledges and accepted, unless otherwise red-lined in the Exceptions to the Draft Agreement, Section 5.0. The addenda have been provided and signed on the following pages.

- Addendum 1, released March 13, 2020
- Addendum 2, released April 2, 2020
- Addendum 3, released April 6, 2020
- Addendum 4, released April 29, 2020



Addendum 1 provides answers to submitted questions, provides written responses to items discussed during the February 25, 2020 meeting, addresses subsequent questions, and provides changes to draft agreement language.

## Questions Provided Prior to, and Discussed at the February 25, 2020 Meeting

### Questions and Answers

1) Q: Specialty understands the City has a desire for a streamlined customer service program. As Specialty moves to prepare the collection and customer service operations to be compliant with all aspects of SB 1383 it is considering new technology approaches to customer service management. Would the City consider using a third-party customer service software to ensure compliance with SB 1383 requirements, real-time customer service contamination notifications and a streamlined customer service program? This program could be arranged where Specialty's new collection contract includes provisions of Specialty taking over greater levels of customer service, or, the City using the technology provided by Specialty.

A: The City is interested in learning more about third-party customer service software that could be used to assist the City and Specialty better streamline the City's customer service program. As noted during the February 25, 2020 meeting, Specialty should consider a system that can be integrated with the City's current customer service system, and should recognize limitations associated with integrating such third-party customer service software with the City's current utility billing system. Specialty should also consider the City's current use of the Recyclist (reporting software). Such third-party software should not hinder the City's ability to utilize other technological platforms in the future. In general, it is not City intent for Specialty to assume a greater role in provision of customer service.

2) Q: Is it the City's expectation that Specialty solicit bids for Outreach Subcontractors for submittal with this RFP? Or is the City requesting a detailed explanation of how Specialty will manage outreach subcontractors and what their scope of services will be?

a. Does the City have a preference for Specialty using sub-contractors for outreach services instead of Specialty providing these services in-house?

b. Will this determination be made based on cost as the primary component? What other factors should Specialty consider?

A: We anticipate providing a full response to this question next week.

3) Revised question as provided in March 3<sup>rd</sup> letter.

There are current procedures that are informally in place in the event a customer is not using Specialty for collection, and it has been identified that there is contamination. As SB1383 will require programs and procedures in place to reduce contamination we suggest formalizing the current repossession and finding procedures in the new contract.

The suggested procedures, based on current practices and new suggestions to meet compliance are below:

- a) Should either a Specialty employee (supervisor or driver as an example) or City staff notices a third-party container, within City limits it is reported to city staff
- b) The bins are checked by appropriate personnel (Specialty Supervisor or City Staff) to determine if the contents contain contamination. If contamination is identified, the bin is tagged with a notice of violation and date/time the bin will be pulled by Specialty. If it is a first-time offender, 24-hour notice is given to the customer, if it is a repeat offender, the bin is pulled immediately.
- c) City staff will also attempt to contact the illegal hauler to notify them they are in violation
- d) A letter shall be sent to the customer informing them the bin was out of compliance and has been pulled. The letter shall detail that repeat offenders will face a fine.
- e) Specialty dumps the contents of the bin at SMaRT Station and stores the bin at the yard until the appropriate fines are paid by the third-party hauler. Once fines are paid, the hauler may retrieve their bin. Fines are determined by the City.
- f) If the fines have not been paid by the third-party after 90-days the bin is considered abandoned and is scrapped.

A: Even with the restatement of the question, City staff are not certain of the question's intent and will be in touch with Specialty to discuss it in order to ensure we can provide a full and accurate response.

4) Q: Through the RFP can Specialty suggest improvements for recovery of organics based on the improvements at the SMaRT Station?

- a) Can the City provide information on the desired improvements at the SMaRT station and if it will continue to MSW process in future improvement?
- b) Would the City consider an alternative collection program for MFDs to reduce the number of required bin service?

A: The City is interested in learning about approaches that will support the City's diversion goals and achieve compliance with applicable laws, including SB 1383.

- a) The City and BCWS are in ongoing discussions regarding technical improvements at SMaRT. Yes, it is City intent to continue MSW processing.
- b) Yes, the City would consider an alternative collection program for multi-family that addresses the range of types of MFD properties, provides for easy customer use, and

is compliant with applicable laws, including SB 1383. The City will reviewed the MFD program design contained in the company's March 3<sup>rd</sup> letter. The City's response is included in Item #11 below.

- 5) Q: Would the City consider an alternative container coloring program that provides more standardized colors across different account types that is still compliant with SB1383?
- A: Yes, the City would consider an alternative container coloring program that provides standardized colors across different account types. The City desires a container color program that is cost-effective, minimizes customer disruption, and that complies with SB 1383. As described in Sections 4.8.3 and 5.6 of the Agreement, Specialty must obtain approval from the City prior to purchasing new collection containers. Also, please see the "Additional Question for Specialty" section below.
- 6) Q: The updated SB 1383 regulation has provided provisions to exempt jurisdictions of a variety of requirements if they can prove they can meet the standards detailed in Performance Based Source-Separated Organic Waste Collection Service. Would the City write in the corresponding exemptions in SLCP Regulations Section 18998.2, should Specialty provide collection services that meet the Performance Based Standard?
- A: Yes. The City intends to provide further broad clarification in the Agreement as to which SB 1383 requirements are exempt under the performance-based compliance approach (pursuant to Article 17 of the October 2019 SB 1383 draft regulations), should the City elect to use that approach. Please see clarifying changes made to Section 4.8 of the Agreement under Modified Agreement Language below.

#### **Additional Questions Discussed at the February 25, 2020 Meeting**

- 7) Specialty and the City discussed concerns regarding customer use of third-party "concierge services" that may provide discarded materials services that are inconsistent with the City's programs, and may not be compliant with applicable laws.
- The City may consider such services to be non-exclusive to the franchise (with language added to Section 1.2 Limitations to the Franchise) and may consider revisions to the City code as necessary to assist in tracking concierge services and ensuring they utilize methods that are consistent with those employed by Specialty and the City. The City will request Specialty's input related to an ordinance. In general, please describe any ordinance changes, coordination with City staff, or any other City assistance Specialty needs to ensure a successful collection program.
- 8) Specialty and the City discussed construction and demolition debris (C&D) collected by Specialty. For the proposal, Specialty should assume the status quo with C&D transported to the SMaRT Station.

9) Specialty and the City discussed the use of electric vehicles for Specialty's collection fleet. As described in the RFP, the City requests Specialty:

1. 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.

As noted in Section 5.4.B of the Agreement, "Parties shall, no less than annually confer on the degree which it is technically and economically feasible to transition some or all vehicles to electricity. "

#### **Additional Questions from March 3rd Letter**

10) Q: Specialty would like to clarify if the City is requesting Collection Station Monitors and Public Education Booths at all 35 special events?

A: Please see clarifying changes made to Section 4.7 of the Agreement under Modified Agreement Language below.

11) Q: **Multi-Family Curbside Collection Overview**  
Specialty Solid Waste would like general feedback on the following collection scenarios for multi-family dwellings (MFDs) from the City of Sunnyvale, ahead of providing this information in the response for the Request for Proposals. Please see the general description and approach below and provide comment, concerns, etc. The ultimate goal is to meet the organic diversion requirements detailed in the SB 1383 (SLCP) Regulations, in a cost effective and customer friendly way. These are not intended to be wholly encompassing descriptions of education, outreach, customer logistics, etc. The purpose is to provide an overall concept for the City of Sunnyvale to review and comment.

#### **Collection Description**

There are two basic collection scenarios for MFDs in the City. MFDs would have the option to select from either the High Sorting Option or Diversion Through Processing Option. Specialty will use existing customer information to determine the best collection option for the generator. Generators will have the opportunity to move between options, if it is determined that residents would benefit from a source-separated organics program, or if a more streamlined program would be beneficial.

Factors that would be considered are:

- Size of the MFD complex;
- Space allocated for collection bins;
- Waste logistics for residents (number of trash shoots, access to waste areas);

- Third-party diversion specialists; and
- Feedback from customer.

### **High Sorting Option**

The goals of a high sorting collection program are to achieve the highest levels of diversion through customer education and through the ability to effectively place materials in the correct containers. Specialty would provide the maximum number of collection programs possible to the MFD complex and may use split containers to reduce space constraints when possible. These collection programs include:

- Fiber recycling;
- Container recycling;
- Food waste recycling;
- Green waste recycling (if there is no landscaper on the property); and
- Mixed solid waste, processed at the SMaRT Station.

These programs would be provided with carts or bins, dependent on the size of the complex, and could be provided as split containers. Split container options include:

- Split fiber/container bin or cart; and
- Split mixed solid waste/food waste cart.

Specialty would provide a kitchen collection pail for each unit at the start of food waste collection service.

A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and diverting organics.

Facilities that would be targeted for a high sort option include those that have a collection shoot inside the building that could be designated for food waste, or alternatively have accessible material sorting areas where tenants can easily walk kitchen pail materials to the bins. Where there are concerns about space, Specialty will work with MFDs to include split containers and higher rates of pick-ups for smaller bin sizes.

### **Diversion Through Processing**

For complexes that have significant space constraints and a history of contamination diversion will occur primarily through processing at the SMaRT. At a minimum MFDs will be provided with separate or split containers for the collection of fibers and recyclable containers. Additionally, if it is determined that there is no landscaper on the premises a container for green waste collection can be provided. For these complexes' diversion will occur based on the technology available at the SMaRT Station to separate organics and recyclables that remain in the waste stream.



These programs will comply with SB 1383 under the following scenarios:

- ✓ The complexes meet the waiver definitions as defined in SB 1383; **OR**
- ✓ The number of complexes that do not have source separation programs are below 10% of the total number of MFDs and commercial businesses for the City; **OR**
- ✓ The SMaRT Station meets the requirements of a high diversion organic waste processing facility as detailed in SB 1383.

A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and details on how organics are being removed from the waste stream.

We thank you for the opportunity to discuss these items further with you and for accommodating the meeting specific to the cost forms.

A: Regarding the "High Sorting Option":

1. Does "third party diversion specialists" refer to Specialty technical assistance staff and/or to concierge services used by property owners?
2. Regarding yard trimmings collection (4<sup>th</sup> bullet under "High Sorting Option") at what point would it make sense to add a front-load MFD route?
3. Regarding "Specialty would provide a kitchen collection pail for each unit at the start of food waste collection service", please address in your implementation plan how the rollout will work. E.g., will cart/bin delivery and kitchen pail delivery be subcontracted?
4. Per Exhibit C, City will develop outreach materials. Specialty states above: "A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and details on how organics are being removed from the waste stream." This is unnecessary. The City expects that Specialty will distribute materials.
5. Does "higher rates of pick-ups for smaller bin sizes" mean more frequent pickup?

In general, the City is open to considering the "Diversion through Processing" option. The draft agreement provides for potential use of the "performance-based" approach to SB 1383 compliance. However, use of such an approach by individual customers should be on a case-by-case basis rather than offered as a default option, with likely final City approval.

Thus, with regard to the "three scenarios" noted above:

1. Complexes meet waiver definitions – see below. Regarding the "or", at least as a starting point, this criteria needs to be met regardless of the next two.

2. Number of complexes using this option is below 10%. We agree that a high threshold is important. However, consider whether it should be complexes representing no more than 10% of total MFD units. Regarding the “or”, the City does not consider Scenario 2 to be sufficient without Scenario 1.
3. Regarding “SMaRT high diversion organics waste processing”, ability to do so will be a factor in any decision to consider the performance-based approach. Regarding the “or”, the City does not consider Scenario 3 to be sufficient without Scenario 1.

Please provide more detail regarding the specific criteria to be applied at the customer level, including but not limited to use of SB 1383 waivers. Also, please propose a process for making these determinations, identifying the roles of the customer, Specialty, and the City. Note that a higher service rate might apply for complexes using the processing approach, given the higher cost of recovery, and the reduced quality of the recovered material compared to source-separation.

### **Modified Agreement Language**

The first subsection under Section 4.7 (Special Events) of the Agreement shall be modified as follows:

*General. Contractor shall provide Recyclable Materials, Food Scraps, and Solid Waste Collection services to up to ~~thirty five (35)~~ ten (10) special events annually, examples of which are identified in the list of events below in subsection (l), at no cost to the event organizer or City.*

The second paragraph under Section 4.8 (SB 1383 Requirements) of the Agreement shall be modified as follows:

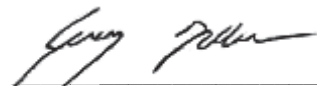
*During the Term of this Agreement, City may elect to pursue a “performance-based” compliance approach in accordance with 14 CCR Chapter 12 Article 17. In general terms, based on the October 2019 draft of the regulations the performance-based compliance approach will require provision of at least three Containers for Source Separated Collection of Discarded Materials to ninety percent (90%) of Residential Customers and to ninety percent (90%) of Commercial Customers, while reducing some reporting responsibilities requirements for the City and the Contractor, as described in Section 18998.2 of the October 2019 draft SB 1383 regulations. The performance-based compliance approach places significant added responsibility on Processors; Contractor shall coordinate with the Approved Facility(ies) as necessary to ensure Organic Materials and Recyclable Materials are provided in a form that allows for Processing in accordance with 14 CCR Chapter 12 Article 17. Contractor shall also coordinate with the Approved Facility(ies) as necessary to ensure Solid Waste characterization studies can be conducted in accordance with 14 CCR Chapter 12 Article 17. Should the City elect to pursue such a performance-based compliance approach, the City Contract Manager and Contractor shall meet and confer at least six (6) months prior to the implementation of the performance-based approach.*

The current Exhibit D Reporting will be replaced with the Attachment 1. Note, minor modifications will be made to the Agreement body, as noted in Exhibit D.1.A.1, Exhibit D.1.G.3, and Exhibit D.3.C.

The current Exhibit L Downtown Area will be replaced with the Attachment 2. We suggest Specialty reach out to Jim McHargue and Sandy Jensen if any questions arise.

### **Additional Question for Specialty**

With respect to providing containers that have standardized, SB 1383-compliant colors (as discussed under Item # 5), the City requests feedback from Specialty as to how customer-owned bins will be addressed. For instance, will Specialty ask such customers to paint their own bins to align them with Specialty-provided bins? Or, will Specialty offer to paint customer-owned bins for a fee? The City recognizes that these approaches will require an ordinance change.

  
\_\_\_\_\_  
Jerry Nabhan

05/12/2020  
Date

Addendum 2 provides answers and clarification to responses submitted by Specialty to the City of Sunnyvale (City) on March 23, 2020. Addendum 2 provides [embedded responses in blue](#) for emailed questions from City staff (Items 1 and 2); Addendum 1 questions released on March 12, 2020 (Items 3-13); an additional question submitted by Specialty on March 23, 2020 (Item 14); and, the City's response to question 2 from Addendum 1 (Item 15). Addendum 2 also provides modified agreement language.

Please note, and as discussed in the RFP, separate from the proposal Specialty is developing in response to the February 6<sup>th</sup> RFP, the City may request that Specialty work during FY 20-21 on specific activities related to implementation of expanded and new services related to SB 1383, such as the FoodCycle cart retrofit, and the MFD programs discussed under "City Response to Items 8 through 12" (Item 12). The City will separately contact Specialty regarding these items.

## Questions and Answers

### 1. Emailed Questions from Jim and Response:

- a. *The City needs further clarification from you on question #3. Are you referring to contamination in general or are you referring to food waste contamination or contamination in C&D bins or all of the above?* The biggest concern is contamination as it relates to SB1383 and organics covered under the rule. This could include fibers, wood and other loose MSW containing organics found in C&D boxes, as well as contamination to recycling containers and contamination in food waste/organic containers. The goal is to have a program where if there is a third-party hauler that has a container out in the City, if and where there is contamination in that container, the City with Specialty has a program to notify them and the generator, repossess the bin, and correct the behavior.
- b. *Also, the repossession procedure you have mentioned seems to blend city policies and procedures and Specialty acting as an agent of the City which isn't allowed under City code. This will have to be teased out appropriately to not cause City-only authorized activities to be conducted by Specialty.* Yes, this should be further teased out to ensure it is up to City code. If it is the sole responsibility of the City to tag, fine, and repo carts, then this should be detailed where Specialty understands the communication roles and responsibilities.

#### [City Response](#)

Please see the response under Item 2.

### 2. Emailed Questions from Sandra and Response:

- a. *Initially you state, "in the event a customer is not using Specialty for collection and it has been identified that there is contamination found in the customers bins" Are you referring to*
  - i. *(1<sup>st</sup>) unfranchised haulers collecting waste/operating in the City;* Yes, this protocol is designed for unfranchised haulers in the City and,

- ii. (2<sup>nd</sup>) Is the contamination in customers' bins (those using illegal debris bins) referring to mixed materials as opposed to only one material type in the debris bins? Yes, and as stated above, the biggest concern is contamination as it relates to SB 1383. This could include contamination of non-organics in an organic only bin (for example lumber), or organics mixed with other solid waste in the containers. (i.e., the haulers are not implementing programs to remove organics from the stream, OR the customers are placing organics in the bin incorrectly.)
- b. Next, the reference to SB 1383 requiring programs and procedures...to reduce contamination: The contamination issue for SB 1383 relates to clean food scraps or clean green materials in a receptacle/bin/cart. So, debris bin hauling isn't a matter of SB 1383 enforcement. The definition of SB 1383 states: "Organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges. The highlighted materials are typical materials found within debris box programs and subject to the same diversion requirements as food waste and green waste. The City should ensure there are programs in place to divert these materials from landfill in order to comply with the requirements of SB 1383. Similarly, any characterization of solid waste or of contaminants in organics would also include these streams of materials.

#### City Response

Thank you for the clarification. The City agrees with Specialty's interpretation of contamination monitoring requirements as they relate to organic waste.

- c. Finally, repossession is defined as taking back something you already own, impound it taking something belonging to another as an act of penalizing non-compliance with the code. I perceived the use of repossession as impound based on the assumption we are still discussing illegal haulers. Yes, we are referring to impound.
- d. If you are repossessing bin, then what would be the purpose, or application if the customer must use the designated bin for certain materials? Our initial question refers to a third-party hauler that is incorrectly capturing materials that are subject to the diversion requirements of SB1383. If a third-party hauler is correctly separating materials, then there is no reason for the City to be concerned. If they are incorrectly separating materials, then Specialty and the City should have specific protocol in place to manage this and it should be detailed appropriately into the contract.
- e. Our current protocol is to report any observations of potential illegal debris bins in the City to me.



- i. If it is determined that the materials are mixed solid waste materials (termed as contamination in your version), then the owner of the bin is illegally hauling in violation of the muni code and subject to impound and assessment of fines.
- ii. I tag the bin and contact Specialty. If you have time and truck available, then you proceed with the impound.
- iii. I notify bin owner/or user of impound action by phone/email immediately providing appropriate code citation, or sometimes may talk with onsite personnel/property owner and, based on previous history of the hauler or the person hiring the bin, assess the time of impound accordingly per code.
- iv. Specialty should empty the bin upon collection for impound rather than store bin with contents as it is a part of the assessed fine to do so.
- v. If/when fines are paid, the owner is advised to contact Specialty and arrange a convenient time to collect his bin.
- vi. Bins are deemed legally abandoned and scrapped after 90 days of no response from the owner.

The current program describes the collection of mixed solid waste, where this program should be defined in the contract. Has the City considered how third-party haulers will be monitored under the requirements of SB 1383? Does Specialty have a role in this (i.e., same roles and responsibilities but the conditions under which the bins are impounded would include non-compliance with the diversion requirements mandated under SB1383). This is the crux of our question.

City Response to Items 1 and 2:

Specialty correctly identifies the need to address the issue of contamination monitoring as it relates to third-party haulers, and it will be part of the City SB 1383 planning process with likely resulting changes to the Municipal Code and/or development of new policies and procedures.

The City anticipates needing to implement an SB 1383-compliant contamination monitoring program that addresses containers used for third party collection of source separated recyclables (per Section 1.2.C of the Agreement), legal third party collection provided by contractors and landscapers (per Section 1.2.G of the Agreement), and possible future third-party collection of other organic materials such as carpet or textiles. For these instances, the City anticipates Specialty will play a role as provided in Section 4.8, in identifying, monitoring, and reporting contamination monitoring for these types of activities and containers. The specific role(s) will need to be determined as the City modifies existing ordinances, adopts new ordinances, and/or develops new policies and procedures. The City anticipates that enforcement of container removal will remain the primary means of addressing illegal C&D collection.

For purposes of your proposal, please assume the status quo in terms of the level of effort Specialty applies to identifying non-allowed C&D collection and to monitoring third party collection, with the addition of all relevant requirements in Exhibit C. Please document assumptions regarding any added level of effort necessary to meet the requirements of Exhibit C.

**Response to questions in Addendum #1:**

3. Does “third party diversion specialists” refer to Specialty technical assistance staff and/or to concierge services used by property owners? Yes, this refers to the third-party concierge services.

[City Response](#)

Thank you for the clarification. Please see Item 15 (response to Addendum 1, question 2).

4. Regarding yard trimmings collection (4<sup>th</sup> bullet under “High Sorting Option”) at what point would it make sense to add a front load MFD route? The front-load routes will be added if there is enough demand for the service and/or if it can be connected to the routes for City Parks. This will be determined through discussions and inspections of the MFD complexes and on best routing options. As part of the new services proposals and costs, we are planning to order a commercial front-load truck to be used for MFD, commercial, and City park yard trimmings collections as one route. This truck will have dual cart tippers on the front-load arm, which will allow it to dump bins and carts.

[City Response](#)

Thank you for the clarification.

5. Regarding “Specialty would provide a kitchen collection pail for each unit at the start of food waste collection service”, please address in your implementation plan how the rollout will work. E.g., will cart/bin delivery and kitchen pail delivery be subcontracted? This will be discussed in the RFP.

[City Response](#)

Thank you for the clarification.

6. Per Exhibit C, City will develop outreach materials. Specialty states above: “A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and details on how organics are being removed from the waste stream.” This is unnecessary. The City expects that Specialty will distribute materials. Ok- we will not provide this outreach information.

[City Response](#)

Thank you.

7. Does “higher rates of pick-ups for smaller bin sizes” mean more frequent pickup? Yes, more frequent pick-ups.

[City Response](#)

Thank you for the clarification.

8. In general, the City is open to considering the “Diversion through Processing” option. The draft agreement provides for potential use of the “performance-based” approach to SB 1383 compliance. However, use of such an approach by individual customers should be on a case-by-case basis rather than offered as a default option, with likely final City approval. Specialty is working on estimates of

which MFDs would likely require Diversion through Processing in order to develop our cost scenarios based on the factors detailed in the Questions. One of the biggest considerations is the ability for customers to be able to sort food and dispose of that in a separate bin. This is further discussed in the questions below.

City Response

Please see the response under Item 12.

9. Complexes meet waiver definitions – see below. Regarding the “or”, at least as a starting point, this criteria needs to be met regardless of the next two. It is likely that some very large MFD complexes may have great levels of difficulty source separating organics. In a large complex where tenants place materials in a shoot, and if there is no designated shoot for food waste there is no reasonable way to ask tenants to separate food from the garbage stream. We feel it would be beneficial to discuss complexes that would not pass the waiver criteria in SB 1383 to be included in the Diversion Through Processing Scenario.

For further clarity the SB 1383 waiver language is provided with discussion points below:

From SB 1383 Regulation:

(1) De Minimis Waivers:

(A) A jurisdiction may waive a commercial business obligation to comply with some or all of the organic waste requirements of this article if the commercial business provides documentation or the jurisdiction has evidence demonstrating that:

1. The commercial business' total solid waste collection service is **two cubic yards or more per week and organic waste subject to collection in a blue container or a green container** as specified in Section 18984.1(a) **comprises less than 20 gallons per week per applicable container** of the business' total waste.

2. The commercial business' total solid waste collection service is **less than two cubic yards per week and organic waste subject to collection in a blue container or a green container** as specified in Section 18984.1(a) comprises less than **10 gallons per week per applicable container** of the business' total waste.

(2) Physical Space Waivers.

(A) A jurisdiction may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this article if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, engineer, or similarly qualified source demonstrating that the premises lack adequate space for any of the organic waste container configurations allowed under 18984.1(a) or 18984.2,

(3) Collection Frequency Waivers: *Not applicable for this discussion*

The following table is a breakdown of the current MFD complexes by service size. The de minimis waiver *could be* applicable to 730 complexes. However, these complexes likely require tenants to walk their materials to the collection material, where tenants would be able to walk their source separated food waste to the appropriate container. Although some may be applicable for a waiver, it is also possible these are the easier complexes to accommodate source separated food waste.

Breakdown by Service Level				
	0-2	2-4 CY	4+ CY	TOTAL:
Complexes	730	95	291	1,116
Units	2,799	1,126	20,033	23,958
Population	7,555	3,039	54,069	64,663
Estimated Disposal TPY	5,048	2,031	36,128	43,206
Estimated Food Waste in Disposal Stream	1,250	503	8,949	10,703

Alternatively, Specialty and the City could create a program to provide Physical Space Waivers for the appropriate complexes (see Criteria Flow Chart). *It is important to note that these waivers would not be needed if SMaRT meets the High Diversion Organic Waste Processing definition for the MSW processing line.*

- 10. Number of complexes using this option is below 10%. We agree that a high threshold is important. However, consider whether it should be complexes representing no more than 10% of total MFD units. Regarding the "or", the City does not consider Scenario 2 to be sufficient without Scenario 1.*

The table below shows the breakdown of complexes by unit number. The vast majority of complexes in the City have less than 50 units, where tenants are likely walking their materials to the collection area. (see table above that 730 of these complexes have less than 2 CY of service.) Complexes with 100 units or more are likely to utilize garbage shoots that may not have separate collection shoots for food waste. There is potential that waivers could be provided for the large complexes and some of the medium complexes based on the amount of available space for collection containers. (See Criteria Flow Chart below)

	Under 50	50-100	100+ Units
Complexes	1,083	20	13
Units	7,142	3,103	13,413
Population	19,276	8,375	36,202
Estimated Disposal	12,880	5,596	24,189
Estimated Food Waste in Disposal Stream	2,562	1,113	4,812

*One issue that should be clarified with the City is if there should be a greater importance placed on the source separation of food waste over the separate collection of fibers and containers. For example, if there is room for three containers, but no room for four, would the City prefer the combined collection of fibers and containers, to make room for one source separated food waste container? Would the City*

*consider expanding single stream processing to allow for single stream collection of recyclables at these locations that have Space Restrictions.*

Based on these numbers Specialty is proposing the potential of some, or all, of the 13 large complexes to have diversion through processing-based services. This is primarily due to logistical complication tenants may face in delivering source separated food to a container without a designated shoot. It should be a requirement moving forward that all MFDs are built with adequate number of collection shoots to ensure food may be collected separately. If 13 complexes are provided this diversion-based service, it is still possible for the City to meet the Performance-Based Source Separated Organic Waste Collection Service, that requires a threshold of 90% of commercial and residential accounts to have three container programs.

[City Response](#)

Please see the response under Item 12.

- 11. Regarding "SMaRT high diversion organics waste processing", ability to do so will be a factor in any decision to consider the performance-based approach. Regarding the "or", the City does not consider Scenario 3 to be sufficient without Scenario 1.*

As discussed above, there are some scenarios that should be considered where the MFDs may not meet the SB1383 waiver definitions but could still be served better through a processing-based diversion program for customer ease. Specialty would look forward to discussing these options further with the City.

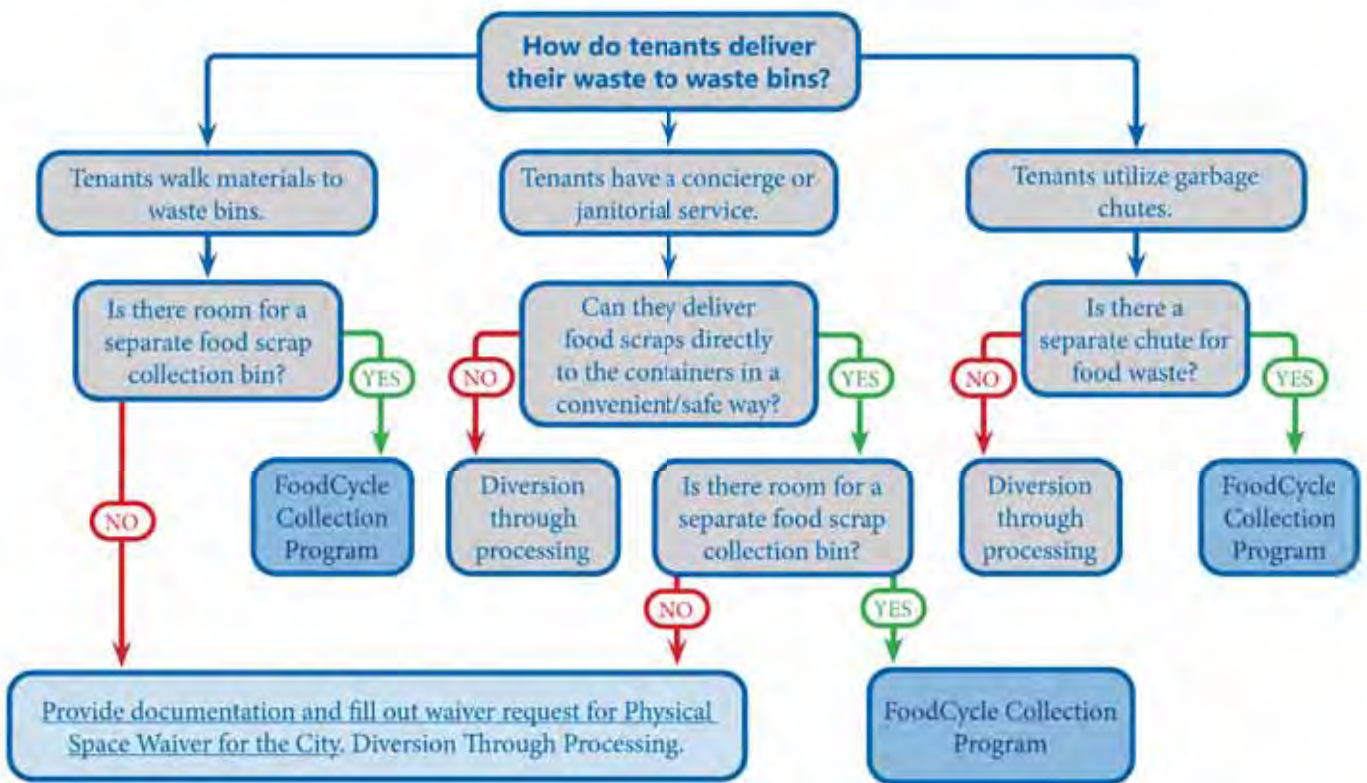
[City Response](#)

Please see the response under Item 12.

- 12. Please provide more detail regarding the specific criteria to be applied at the customer level, including but not limited to use of SB 1383 waivers.*

It is important to note that Specialty’s primary concern is to provide programs that dually provide diversion programs to the customers in the City of Sunnyvale and are also convenient services. Through careful data analysis and consideration of customer characteristics we would like suggest the following criteria and protocol for applying Diversion Through Processing programs to MFD complexes in lieu of Source Separation of Food Scraps.

### Criteria Flow Diagram Specialty Solid Waste and Recycling



a. Also, please propose a process for making these determinations, identifying the roles of the customer, Specialty, and the City.

Specialty has been reviewing customer account information to outline the best process for determining which complexes should have source separated containers and which would benefit from diversion through processing.

The following table shows a breakdown of MFD units by number of units. This distinction is important since the vast majority of complexes have under 50 units, where tenants walk their materials to their collection bins and are much better equipped to source separate their food scraps, assuming there is



room for a separate collection container. Complexes ranging between 50-100 units in size may have collection shoots, concierge services or walk the materials

	Under 50	50-100	100+ Units
<b>Complexes</b>	1,083	20	13
<b>Units</b>	7,142	3,103	13,413
<b>Population</b>	19,276	8,375	36,202
<b>Estimated Disposal</b>	12,880	5,596	24,189
<b>Estimated Food Waste in Disposal Stream</b>	2,562	1,113	4,812

Based on these distinctions in how customers deliver materials to their containers, Specialty proposes the following process for making the determinations:

1. All complexes under 50 units are auto enrolled in the source separation program.
2. All complexes between 50-100 units are visited on-site ahead of collection implementation where the Criteria Flow Diagram is used to determine if they can be provided a separate bin for food scrap collection.
3. All complexes over 100 units are auto enrolled in Diversion Through Processing. After full implementation of small complexes, and once the medium complexes have been assigned diversion programs, on-site visits and the Criteria Flow Diagram will be used to determine if a source separated bin can be used for food scrap collection.

**Roles:**

Customer: To allow Specialty, City and/or the technical assistance provider access to the complex and the bin collection area. To inform the on-site team about how materials are taken to the collection areas and the roles, responsibilities and contact information of any third-party concierge service that might be working on-site.

Specialty: To work with the City and the Customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions that prevent the placement of a separate container. In addition, should the complex not contain the logistical capabilities to allow for customers to place source separated food materials in a separate collection bin, they would be identified as needing Diversion Through Processing. Specialty will identify the MFD Complexes in their desk review of customers, and work with the City and/or the technical assistance (sub-contractor) to conduct on-site review of bin enclosures and interviews to understand how tenants are delivering their materials to the bins. Documentation, including photographs and notes, will be taken and put into the customer account notes (using selected technology.) Specialty and/or the Technical Assistance (sub-contractor) will complete the Physical Space waivers (or other waivers as directed by the City) as appropriate and submit to the City for review and approval. Specialty will service containers and manage contamination appropriately and in accordance with this contract.

The City of Sunnyvale: To work with Specialty and the customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions, or other logistic

restrictions, that prevent the placement of a separate container. For all sites that the City visits, City staff will document the collection area, collection logistics, or other pertinent information by use of photographs and notes and will be uploaded into the customer account notes (using selected technology.) The City will ultimately approve all waivers and designations the MFD complex will subscribe to Diversion Through Processing. Additionally, the City will be responsible for creating and passing an ordinance describing various requirements of SB1383, to include that MFD complexes that utilize third-party contractors that do not use City approved outreach and education materials will face fines.

- b. Note that a higher service rate might apply for complexes using the processing approach, given the higher cost of recovery, and the reduced quality of the recovered material compared to source-separation.

The City must determine the tip fee cost for processing. Currently Specialty pays the same tip fee for source separated organics as for mixed solid waste. Operationally, there are some cost savings to a Diversion Through Processing collection operationh.

#### City Response to Items 8 through 12

The City appreciates Specialty's thoughtful and articulate MFD proposal.

Regarding the use of "chutes" for source separated food collection, the City is concerned that such food chutes could cause vector-related issues. What are Specialty's thoughts on potential vector issues that may arise from the use of food chutes?

Regarding potential space constraints at MFD premises, the City expects that all new MFD developments with five or more units will have adequate space for source separated organic waste containers.

Regarding Specialty's question of whether, "there should be a greater importance placed on the source separation of food waste over the separate collection of fibers and containers... would the City consider expanding single stream processing to allow for single stream collection of recyclables" at MFD premises (Item 10),

The City may consider single stream recycling processing to allow for the collection of single stream recyclables collection; however, the City will likely make such determinations on a case-by-case basis, and they may require granting of a specific waiver.

With regard to this issue and the flow diagram, please add one step to the flow chart as follows. Please modify the right hand side of the chart to add one step as follows: After "Do you have concierge service?" and "No", add a new box with "Allow single stream recycling?" followed by a new "No" – and then go to the "Diversion through Processing" box. Please send us the revised version once available.

Regarding Specialty's proposal that "all complexes over 100 Units are auto enrolled in Diversion Through Processing" (Item 12):

The City does not wish to set auto enroll as a default. As Specialty's records indicate, there are only 13 large complexes, but they represent the majority of total units. City staff is seeking a collaborative approach in which City staff and Specialty staff work together to make on-site assessments for the 13 complexes. City staff appreciate Specialty's proposed Criteria Flow Diagram, and look forward to working with Specialty to ensure all parties are using a consistent methodology while assessing MFD premises. Note, the City may request that Specialty engage in such activities during the 2020/2021 fiscal year, prior to the commencement of the new collection agreement.

Regarding Specialty's statement, "Specialty pays the same tip fee for source separated organics as for mixed solid waste. Operationally, there are some cost savings to a Diversion Through Processing collection operation" (Item 12):

As part of the BCWS extension process now under discussion, the City is considering some modifications based on compensation for processing by material type. We appreciate that Diversion Through Processing may result in lower costs for collection, however, there may also be higher costs for processing.

13. With respect to providing containers that have standardized, SB 1383-compliant colors (as discussed under Item # 5), the City requests feedback from Specialty as to how customer-owned bins will be addressed. For instance, will Specialty ask such customers to paint their own bins to align them with Specialty-provided bins? Or, will Specialty offer to paint customer-owned bins for a fee? The City recognizes that these approaches will require an ordinance change.

It would be the role of the City to mandate customers to comply with the color requirements through an ordinance. Specialty does not currently have the authority to impose these requirements on customer owned bins. However, if the City would like Specialty to have a role in identifying and reporting out of compliant bins, that can be included under Specialty's roles and responsibilities. Specialty can create a rate for painting customer bins, but consistent with current programs, would not be responsible for maintaining those bins. This would be a one-time service offering for those specific customers.

#### City Response

The City anticipates ordinance language will be required to mandate that generators comply with SB 1383 container color requirements, either through their own arrangements or by using Specialty's service at an approved rate. The City requests that Specialty provide the City costing information and assumptions you believe will be sufficient to allow the City to develop an approved customer rate for such service. The City wishes that this service be available to MFD and commercial customers. If it is more cost-effective operationally, the City is open to considering an approach in which this service is offered just during a specific period of the year. The City expects that this service be offered to generators on some sort of ongoing basis, with customers charged a City-approved unit rate. The City expects Specialty to maintain records and report to the City quarterly regarding customer accounts that have requested the service, and the related billings and receipts.

#### Additional Question for City of Sunnyvale

14. As you know Specialty has a close working relationship with our Local Union. We are actively engaged in negotiations with them but given the current timeline we are unsure if this agreement will be finalized in time for the April 24<sup>th</sup> deadline. *Would a letter documenting the current negotiations and timeline suffice in order to respond to this section?*

City Response

The City will respond to this question in the context of considering Specialty's recent request for an extension of the proposal submittal date.

**City Response to Specialty: Addendum 1, Question 2**

15. Is it the City's expectation that Specialty solicit bids for Outreach Subcontractors for submittal with this RFP? Or is the City requesting a detailed explanation of how Specialty will manage outreach subcontractors and what their scope of services will be?
- a. Does the City have a preference for Specialty using sub-contractors for outreach services instead of Specialty providing these services in-house?
  - b. Will this determination be made based on cost as the primary component? What other factors should Specialty consider?

City Response

The City would like to clarify that we're used to using the term "outreach" to refer to the development and distribution of educational materials for customers. As noted, development of such outreach materials will be primarily the responsibility of the City; Specialty will be expected to distribute such materials to customers.

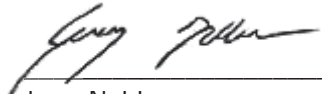
As noted in the Technical Assistance Section of the RFP, "The Agreement [Section 4.10.B] provides that Specialty may be required to coordinate with a third party City contractor specializing in technical assistance to provide these direct services as well as to train Specialty staff in providing them. Please propose two discrete levels of effort by Contractor staff based on the requirements of the Agreement, with related pricing." Please see clarifying changes made to Section 4.10.B of the Agreement under Modified Agreement Language below.

Specialty may propose utilizing a combination of its own staff and a third-party subcontractor, or only a third-party subcontractor to provide technical assistance. The City does not expect Specialty to solicit bids for technical assistance subcontractors for submittal with this RFP. However, please provide preliminary information on third-party subcontractors you are considering to engage for technical assistance, with estimated pricing for each. While cost is important, provision of successful, quality technical assistance is a service that will be evaluated on a range of factors including cost.

**Modified Agreement Language**

The first subsection under Section 4.10 (Technical Assistance) of the Agreement shall be modified as follows:

- A. *General. Provision of Generator technical assistance is a key element in Contractor's successful implementation of SB 1383 compliance requirements. It is City expectation that Contractor, the Subcontractor(s) hired by the City pursuant to subsection B., and/or a Subcontractor(s) hired by Contractor, and City shall work in close coordination to provide Generator technical assistance which includes in-person site visits and assessments. Contractor staff shall not provide Generator technical assistance without prior City training, or City-approved training by subcontractor(s) provided under subsection B.*

  
\_\_\_\_\_  
Jerry Nabhan

05/12/2020  
Date

Addendum 3 responds to a Specialty request for a delay in proposal submittal and responds to a Specialty question regarding proposal pricing.

## Questions and Answers

### 16. Request for Extension of Proposal Submittal Date

City response: In response to a Specialty request for extension of the proposal submittal date, the City is extending the due date until May 15<sup>th</sup>. This information was also conveyed via email on April 3<sup>rd</sup>. All other proposal submittal provisions described in the RFP remain the same.

### 17. Proposal Pricing

Specialty question: As you know Specialty has a close working relationship with our Local Union. We are actively engaged in negotiations with them but given the current timeline we are unsure if this agreement will be finalized in time for the April 24<sup>th</sup> deadline. *Would a letter documenting the current negotiations and timeline suffice in order to respond to this section?*

City response: Yes, please provide with your proposal a letter documenting the then-current status of labor negotiations status and, if not completed, the anticipated timeline for completion. Please also clearly document the basis for labor pricing, and any assumptions used in the cost proposal. Mark the letter as confidential and submit as part of the PDF of the cost proposal.

  
Jerry Nabhan

05/12/2020  
Date



Addendum 4 provides City responses to answers and questions submitted by Specialty on April 18, 2020 in response to Addendum 2, issued by the City on April 2, 2020. This Addendum also provides anticipated changes to draft agreement language.

## City Responses and Questions

1) From Specialty:

Through education and customer buy-in of the program, which will be the focus of the technical assistance, the importance of separate food scrap collection will be communicated to the residents and management teams of the complexes. As part of the roll out of the program each tenant will be provided approved biodegradable bags with their food scrap pail. The use of these biodegradable bags or other approved way to contain the material, including paper bag, newspaper, etc. (as approved through existing City information for example: <https://sunnyvale.ca.gov/news/displaynews.htm?NewsID=417>) will assist in reducing potential vectors.

Our suggestion is that MFDs are encouraged to consider using janitorial staff, or concierge services, to manage food scraps outside of the food chutes whenever possible. If it is preferential to the City, the technical assistance portion of the outreach and education could be a focused on educating and gaining buy-in from the management and janitorial staff of the buildings to find these solutions first, where separate food scrap chutes could be considered a secondary solution. (Please see updated Flow Chart on the following page Designated food scrap chutes could also be piloted first, where bags and other cleaning programs could be tested out with a willing MFD partner. Specialty understands these are new programs for the City and the customers where the importance of customer ease and convenience is paramount.

It is the number one goal to provide diversion programs to customers in a safe and convenient manner. Food scrap collection to MFD units is complex and challenging where Specialty would like to work closely with the City and customers to find the most effective solution. If separate food chutes present problems for large complexes because of vector issues, and there is an unwillingness to separately manage food scraps through a concierge or janitorial service, it is Specialty's suggestion for these complexes to rely on the Diversion Through Processing programs as discussed in the Flow Chart on the next page.

City Response:

The collection of food scraps at MFDs will need to be flexible and likely customized for complexes that don't have space so the use of the flow diagram will be very helpful. Using concierge service and janitorial staff isn't required but of course can be helpful. The use of biodegradable bags is not recommended, and we stopped promoting them since they are not robust enough to hold the food without tearing and falling apart. Furthermore, the equipment at the SMART Station that processes the material allows for any kind of plastic bags to be used so we promote the use of any kind of clear plastic bag (i.e., produce or bread bag).

We agree using chutes should be a last resort as studies show that even if food is contained in plastic bags, the bags may tear going down the chute and odor issues along with potential vector problems may occur. If a chute is the only option at a complex, we recommend it is piloted for a period of time to determine if it is a viable option or if odor and other issues make it unworkable.

2) From Specialty:

Please find the adjusted flow chart to clarify a waiver provision for dual-stream recycling to allow for additional space for a FoodCycle container for MFDs. Please note the placement of the arrows are slightly different than where the City requested. However, we feel that this provides the greatest clarity for the flow chart. Additionally, we would like to reinforce the ability for customers to receive single stream recycling services is contingent on SMaRT Station's ability to manage these materials.

City Response:

We have several questions/concerns about any extensive reliance on single stream recycling. Single stream capability may not be part of the future facility design at SMaRT. At the moment, it does not appear cost effective to upgrade for single stream for just Mountain View's commercial stream. From a collection perspective, how would a single stream option affect Specialty staffing, equipment, routing, and costs? Please address in your proposal if you wish to propose use of single stream.

3) From Specialty:

Specialty will provide a flat fee for painting front-load containers. This service can be provided year-round. It is our expectation that customers will call the City for the service, where the City will develop a work order that Specialty will complete within 10 business days. Specialty will collect the container, bring it to the yard where it will be repainted with the appropriate color. The bin will dry and be returned to the customer the next business day.

It is our suggestion that roll-off containers will not be included in this bin repainting program.

City Response

Our interpretation of the SB 1383 draft regulations is that all new boxes must be color compliant. However, the application of this requirement to existing boxes is ambiguous, and while HF&H has in the past requested clarification of this from CalRecycle, we do not have a clear answer at this time. Please assume for now that existing boxes will not need repainting. However, the City would like to understand the cost impacts associated with painting roll-off containers to avoid color confusion. Please provide per-container pricing for painting existing roll-off containers consistent with SB 1383 color requirements. Also, please note that proper, consistent signage should be provided for all roll-off containers to help provide a consistent message.

### City Responses to Additional Questions from Specialty

- 1) Q: Is it the City's intention that Specialty will provide a cost to complete the composition studies of the waste streams? (It was Specialty's understanding that the composition studies would occur at SMaRT Station, under that contract. However, a cost of this has been included in the Core and New Services Cost Form, Tab 7 Other SB 1383 Requirements).  
  
A. Yes, the activity and the cost will probably be part of the SMaRT operating agreement. As currently envisioned by the City, Specialty will be responsible for the fairly minimal effort of coordinating with SMaRT regarding the scheduling of sorts, the selection of routes for sampling, and the delivery of the targeted loads. Thank you for preparing the sort costs. Please submit them with the forms when you submit your proposal.
  
- 2) Q: Recycling totes and move-in kits are including in Exhibit B2 and K. Historically these items were purchased by Specialty but distributed by the City. Is it the City's desire to make changes to the delivery of these items to MFD customers as written in Exhibit B2?  
  
A. It is the intention of the City to have Specialty purchase both the recycling totes and countertop pails and deliver them. When Specialty conducts their annual assessment each year to MFDs (Exhibit C), the totes would be delivered to complexes interested in them. The pails would be delivered to each complex or property management office prior to food scraps collection implementation along with a roll of clear plastic bags (not biodegradable bags). As noted below, we will modify Exhibits B2, Exhibit C, and Exhibit K to clearly identify these requirements.
  
- 3) Q: Specialty would also like clarification if the City is requesting us to procure the required quantity of compost, mulch, or approved fuels, or, if the city is requesting us to assume the responsibility of ensuring these requirements are met (through a compost broker as an example)?  
  
3. Per our calculations Sunnyvale must demonstrate the procurement of 7,218 tons of compost per year. This quantity is greater than what can likely be used within the City boundaries (and may require either a compost broker, or an arrangement with the compost facility to arrange procurement of the product through their existing marketing channels.) Additionally, Bay Counties (SMaRT Station) conducts compost giveaways through their operational contract. Specialty would welcome the opportunity to procure RNG or renewable energy that comply with the requirements, when available.  
  
4. Can the City please clarify Specialty's role in meeting the procurement requirement, and if that would be limited to the purchase of fuel/electricity when those markets become available, or if Specialty has a role in the procurement of compost/mulch products?  
  
A. Procurement of compost will likely be managed through the SMaRT agreement, or direct City contract(s) with compost facilities. We share your concern about being able to absorb the required amount of material.

Regarding "Specialty would welcome the opportunity to procure RNG or renewable energy that comply with the requirements, when available", we are not sure if the reference is to vehicle fuel, or to use of RNG or renewable energy for uses other than fleet fuel. The City does want to clarify that the RFP and agreement clearly state City expectation that the

company will use SB 1383 compliant RNG to fuel the fleet. Specialty management staff have in the past stated willingness and ability to do so.

4. Q. Specialty has made some modifications to the proposed Multi-Family Bulky Item Collection Program, where we would appreciate feedback from the City to ensure this program is in line with the goals of the RFP. It is our goal to provide a program that is equitable, convenient and cost effective for the MFDs. We would appreciate if you could review the outline of the modified program and provide initial comments so we can be assured the program meets the City's desires for an equitable bulky item collection program that reduces illegal dumping. Additionally, elements of the reuse program will be built into aspects of bulky item collection when possible. MFD Bulky Item Collection will be limited to strictly bulky good items, and not bagged loose trash items.

In addition to general feedback on the quantity of service, Specialty would like to know if the City has the ability to track the on-call service levels, or work with complex management to implement a tracking system for the on-call services? We believe this is an equitable approach that would provide a significant service enhancement to manage bulky goods for MFDs where we are open to working with the City on finding solutions to track the usage of this by Sunnyvale tenants.

- A. The City is interested in conducting a pilot MFD bulky item collection program to understand how extensively the bulky item collection service would be utilized at multi-family premises. The exact number of clean-up events per complex and on-call services per complex can be determined based on the results of the pilot. For now, please provide unit pricing, with assumptions for the following:
- a) 30-yard roll-off bin per day for complex cleanup event
  - b) 40-yard roll-off bin per day for complex cleanup event
  - c) One (1) on-call bulky item pickup service per complex; location to be determined by Specialty

The City recognizes that pricing may be provided in ranges to reflect the utilization of equipment and staffing needs.

It is City intent that the on-call bulky item collection service from MFDs be based on providing events based on the number of units in each complex, but without tying it to one event per each specific unit.

The City's billing and work order system utilized for garbage work orders is not able to easily track on-calls at a per-unit level. Work orders are placed at the account level, not the unit level, so it would be impossible to see which units have used their service for the year. It would be possible if complexes were limited to a lower amount of collections per year, but tracking/metric gathering in the system would still be at a very high level, and would not be able to be automated. As the service is described above, it should only be necessary to track number of events per complex over a year.

### **Modified Agreement Language**

As noted in the City's response to Question 2 (City Responses to Additional Questions from Specialty), Exhibits B2, Exhibit C, and Exhibit K will be modified to clearly identify Specialty's role in purchasing recycling totes and kitchen pails and delivering them to multi-family premises during annual assessments.

  
\_\_\_\_\_  
Jerry Nabhan

05/12/2020  
Date

## 8.0 Attachments



# Attachment A

April 3, 2020

Mr. Nick Nabhan  
General Manager  
Specialty Solid Waste & Recycling

Submitted via email to: [nick@sswr.com](mailto:nick@sswr.com)

Subject: **City of Sunnyvale SB 1383 Organics Technical Assistance**

Dear Mr. Nabhan:

Specialty Solid Waste & Recycling (SSWR) is interested in SCS supplementing SSWR's internal resources specific to conducting business and multi-family dwelling (MFD) Senate Bill (SB) 1383 technical assistance within the City of Sunnyvale (City). In addition, this proposal includes an MFD pilot using Community-Based Social Marketing (CBSM) strategies, and three optional tasks to conduct lid flips, provide Recyclist database technical support, and train SSWR staff, including transition of businesses and MFD's to SSWR staff.

## **SCOPE OF WORK**

Our recommended approach is based on extensive experience and best practices assisting clients with business and MFD technical assistance. Our team has worked with clients over the past twenty years implementing organics programs, and most recently assisting clients with technical assistance for SB 1383 compliance.

SCS recognizes the City has historically led the outreach efforts, but has requested assistance from SSWR to help with SB 1383 implementation. Additionally, SCS understands that SSWR will be hiring staff to assist with these outreach efforts. We find that our clients' interests are best served when we combine our expertise with yours. Therefore, we recommend fine-tuning the scope of work during a kick-off meeting. The scope of work outlined below provides flexibility in the work that SCS would provide in collaboration with SSWR.

### **TASK 1: KICK-OFF MEETING**

Following award of a contract with SSWR, SCS will request a kick-off meeting to confirm project goals and objectives, and discuss the overall approach to the project, including the roles and responsibilities of SCS, SSWR, and the City. During the meeting, we will exchange contact information, and establish communication protocols and data management strategies. We will confirm what education and outreach materials are presently available, and what will need to be developed. We will also identify any immediate concerns and priorities to ensure the project moves forward in a timely, well-organized fashion.

#### **Participation in Additional Meetings**

SCS can attend meetings with SSWR and/or the City as needed, by either conference call or in-person. For these meetings, SCS will be prepared to review progress, fine-tune processes (if needed), and confirm next steps.

## **Deliverables**

- SCS will document the outcomes of the project kick-off meeting and action items.

## **TASK 2: BUSINESS AND MFD SB 1383 TECHNICAL ASSISTANCE**

### **Subtask 2.1 Outreach Materials and Data and Activity Tracking**

SCS will confirm with you what outreach materials will be distributed during our site visits. These materials may include a letter explaining the purpose of our visits, brochures and stickers, recycling totes, food scraps kitchen collection pails, and contact details for further information, potentially in multiple languages. As part of this task, SCS will track our project activities and data using our own tracking methods or yours, depending on your preference. The information will then be made available to SSWR on a regular basis.

### **Subtask 2.2 Schedule Site Visits**

After receiving a target list of businesses and MFD's from SSWR, SCS will promptly coordinate our team to schedule the site visits. We will make up to three attempts to schedule site visits with each business and MFD. If no response is received within seven days of our third attempt, SCS will report the business to SSWR and document the reason(s) the business or MFD declined to cooperate (if known).

Our Project Team includes recycling and organics experts fluent in English, Spanish, Mandarin and Tagalog. Therefore, we anticipate a high-level of success scheduling visits with businesses and MFDs whose decision-makers do not speak English as their first language.

### **Subtask 2.3 Perform Site Visits**

The goal of the site visit is to obtain approval for implementing or enhancing SB 1383 organics services. During this site visit, SCS staff will also look at recycling, reuse and food donation options. Project team members performing the site visits will have available the outreach materials provided by SSWR.

Upon arrival, we will endeavor to conduct the site visit with an owner/manager/decision-maker. We will mention CalRecycle's and the City of Sunnyvale's mandates, and our contract with you to provide free support and assistance to help businesses comply with all requirements. Our multi-lingual organics technical assistance specialists have conducted many similar outreach campaigns for cities and counties in Northern California, and are adept at quickly putting customers at ease in order to secure cooperation during these initial visits.

If no one with appropriate authority is available to escort us and answer questions, we will schedule an appointment to meet with an owner/manager/decision-maker. When an appointment is scheduled, SCS staff will send an email to the business or MFD confirming the appointment and providing background information.

We will explain to the business and MFD contact that recycling and organics collection is mandatory per local ordinance, AB 341, AB 1826 and SB 1383, and explain the available recycling and organics programs and recommended service levels.

For those sites willing to cooperate with our request immediately, SCS will perform a visual waste characterization and discuss service changes, program implementation, and the necessary steps to a successful and lasting recycling and organics program (discussed in further detail below).

If a site is found to be diverting recycling or organics on their own (i.e. self-haul, back-haul, or third party vendor), this will be documented, a Self-Haul Reporting Form will be provided, and details will be reported to SSWR.

During the site visit, the SCS team will:

- Assess employee participation levels.
- Discuss program details, rate incentives, proposed service changes, the implementation process, and any concerns the business may have in participating in the program.
- Conduct a walk-through, with the site manager or owner, of the front-of-house (FOH) waste collection, back-of-house (BOH) waste collection, and outside garbage, recycling and organics bins. During the walk-through, we will collect baseline waste assessment and material collection infrastructure information, and observe typical daily operations.
- Perform a visual characterization of each on-site container by observing the materials in each bin without emptying the bins. The purpose of this activity is to learn what materials can be recycled or composted, and what materials the business might consider changing when purchasing the product to make it more sustainable and/or recyclable.
  - 
  - Highlight if business is a candidate for food recovery.
  - Document any third party vendor information observed, including service provider name, container size, and type of materials collected.
  - Note the presence of scavengers, if seen, including the types and quantities of materials being scavenged and the types of vehicles being used.
  - Identify additional customer service needs and any other special features that may be a priority.
  - Note large volumes of material that can be recycled or reused. For example, in association with Resource Area for Teachers (RAFT).
  - Identify any businesses that can apply for a SB 1383 waiver, and notify SSWR.
- Identify opportunities for the business to effectively participate in the recycling and organics program, as well as discuss any infrastructure and education needs. This will include identifying what interior bins will need to be purchased or supplied by SSWR, and the location(s) for these bins. This discussion will include sharing our recommendations for a customized waste prevention, and recycling and organics collection process, realistic

diversion goal estimates, realistic cost savings, and the free multi-lingual support available: training sessions, signage and collateral, referrals, and other support activities.

- Formalize the proposed service changes for approval by the business and confirm the proposed service changes with SSWR from a service standpoint (i.e. container placement and enclosure access).
- Notify the business and SSWR, via email, of the schedule and next steps for implementing service changes.
- Each site visit will take between 15 and 45 minutes, depending on the size and complexity of the business.

### **Subtask 2.4 Implement Improvements**

SCS will work with each business and MFD to outline the next steps for implementing or enhancing their recycling and organics program. This may include activities such as providing outreach materials, helping to identify what infrastructure to purchase (such as internal containers), and coordinating a “kick-off” event to launch the new organics program.

We will coordinate program rollout with the business or MFD owner and/or building operations manager, and confirm they have the necessary resources to successfully implement and participate in the program and maintain it over the long-term. We will assist the business by taking practical action to help them overcome obstacles to success (e.g., by coordinating a meeting with tenants of a building that share a waste disposal area to address inappropriate waste disposal practices).

Each member of our Project Team will make a strong effort to convince each business we interact with that they are being fully supported by SSWR, and we will ask the decision-maker(s) we meet with for their personal commitment to maintaining a successful recycling and organics collection program.

SCS will also provide the following implementation services:

- Delivery of outreach materials, such as signs and decals.
- Assistance identifying internal containers, side caddies, and bags that may need to be purchased.
- Coordination with SSWR to arrange service level changes and to update contact information.
- Paper towel recycling program in office buildings to increase organics recycling.
- Standardized interior bin colors and pairing in office buildings.
- Outreach materials and emphasis that the recycling program takes all single-stream materials and not just cardboard.

## **Subtask 2.5 Conduct Training**

Training and employee engagement is critical to the success of the program. SCS will conduct employee and/or maintenance personnel presentations and training for targeted waste generators, which may, at times, be coordinated with SSWR and City staff.

The purpose of the training is to assist with acceptance of the program, confirm what is expected, understand the different material types, provide opportunities to ask questions, acknowledge that management is supportive of the program. Program rules will be discussed and the importance of compliance and participation will be reviewed for employees to understand the impact their contributions will have on the program. Training is available in English, Spanish, Mandarin or Tagalog (as needed).

## **Subtask 2.6 Follow Up Visits**

One month after their service is implemented; each targeted waste generator that begins organics and recycling services during the project will receive a follow-up visit. The purpose of the follow-up visit will be to confirm delivery and use of recycling or organics containers, assess if any additional outreach or training is needed, and speak with the business's decision maker(s) to see how their recycling or organics program is working for them overall. Any red flags or immediate needs will be discussed promptly with SSWR, as appropriate, to identify solutions.

Our Project Team will also be available to assist SSWR staff with additional multi-lingual assistance, as needed. For example, to improve food waste diversion with large food waste generators, or to improve commitment from property managers and janitorial staff.

## **TASK 3: MFD PILOT**

Multi-family properties are typically one of the most challenging sectors to engage and to create successful, sustainable change. This is due to their high tenant turnover rate, shared containers, and lack of "ownership" of disposed material or service costs. A visible waste reduction program that highlights the efficacy of tenants' individual actions, includes well-managed move-in and move-out programs, and provides door-to-door outreach can help to reduce contamination of bins, and increase landfill diversion.

For multi-family properties, there are two primary groups that will be targeted for waste reduction technical assistance: Property Management and Tenants.

### **Property Management**

SCS staff will interact directly with Property Management while performing site visits. From our experience working with multi-family dwellings, every property is unique and has different barriers and challenges. In order to incorporate lessons learned from other multi-family properties, as well as incorporating specific details for each property, SCS will talk with Property Managers to gain an understanding of their challenges and potential approaches to be taken to engage their tenants. Our solutions will be designed to address the immediate needs at each property, and will be appropriate and relevant to the community and its culture.



## Tenants

Tenants are critical to the success of a multi-family recycling program. SCS will place special emphasis on tenant training and education activities, and will utilize SSWR and the City's outreach materials. Given the importance of tenant buy in, a majority of the project resources will be dedicated to tenant engagement, including direct contact, and/or leaving outreach materials and organics pails on tenant doors. SCS will document our efforts by location, person visited and the total number of contacts made. This will provide SSWR with accurate data to track and document progress.

SCS proposes to start with an MFD pilot utilizing CBSM strategies, to define how MFD's organics should be implemented throughout the City. We can lead or provide support to SSWR targeting a small number of MFD's for a pilot program. SCS will work with SSWR to identify the target MFD locations, and the steps to be taken to support the new source separated programs. SCS recognizes some complexes may not have source separated organics containers, and would rather have SSWR remove organics from the garbage at the Sunnyvale SMaRT station. Additionally, SCS recognizes the prevalence of valet waste services and use of trash chutes with compactors for MFDs in Sunnyvale. These MFD complexes will require additional technical assistance and coordination with third-party contractors.

From our experience, one of the important components to creating behavior change is face-to-face interaction of outreach staff with tenants. Door-to-door outreach has highest participation, which tends to be between 30-50% participation rate and is therefore recommended over a community meeting or tabling whenever feasible. Door-to-door outreach will be conducted primarily during after-work hours when most tenants are likely to be home. We will utilize this time to deliver recycling totes, food scraps pails, or outreach materials, and to discuss the program and the importance of their involvement.

One outreach person can typically visit 30 to 40 units per night, if the property is in a fully enclosed building with no additional locked gates or buildings. A smaller number of units may be visited if the property is spread out (typically condominiums), if there are locked gates that our team must seek access to from the property manager, or if the location has more than the typical number of resident homes (senior housing, or subsidized or special needs housing). Door-to-door outreach is not recommended for properties with more than 200 units. In this case, a community meeting or use of an on-site waste management ambassador has proven an effective outreach technique for multi-family tenant engagement.

SCS utilizes a tracking method to document each unit reached, which outreach materials were accepted and if the tenant makes a commitment to proper waste sorting. SCS will confirm the number of vacant units with the Property Manager to provide an accurate calculation of the number of units reached.

Language plays a critical piece in the efficiencies of the visits as well. It will be important to consult with property managers in advance of door-to-door outreach to confirm any linguistic needs. If there are several languages at one site, our team will include additional outreach staff conversant in the residents' language.

We propose to work with one MFD property as a pilot project, with the following objectives:

- Determine if bins are accessible, if servicing from SSWR is adequate, and make recommendations to increase or decrease bins and frequency of pickup.
- Use Community-Based Social Marketing techniques (CBSM) to engage property management team and residents to improve the quantity and quality of recyclables and organics collected, and reduce materials sent to landfill.
- Establish waste reduction goals and timelines based on the existing conditions and reasonable expectations.
- Create a SSWR *Zero Waste for Multifamily Dwellings Toolkit* with educational materials, best practices, and communication activities to help sustain the program beyond the initial implementation.
- The toolkit will be developed to be shared with other multi-family properties in the City of Sunnyvale. The City and SSWR can promote the toolkit on their websites, in newsletters and direct mailers, and through local media channels and the greater business community.

#### TASK 4: PROJECT UPDATES AND DELIVERABLES

SCS will provide SSWR with regular project updates, including insights and recommendations, via phone, email, or in-person, according to the schedule and methods SSWR and SCS agreed to during the project kick-off meeting.

SCS will prepare written summaries of each site visit and each waste audit, with accompanying forms, photographs, data tracking sheets, and other documentation, in the format and timeframe agreed to during the project kick-off meeting.

SCS will maintain a record of all work completed by SCS under the contract, and would be pleased to share this record with SSWR, upon request.

#### TASK 5: CONTAMINATION AND PARTICIPATION LID FLIPS (OPTIONAL)

SB 1383 prescribes two options for container contamination minimization.

1. Conducting audit of randomly selected containers, and ensuring all collection routes are reviewed annually and that contamination is being monitored in the collection containers and education is provided if there is an issue; OR
2. A jurisdiction has the option of conducting waste composition studies every six months to identify if there are prohibited container contaminants. If there is more than 25 percent prohibited container contaminants, then additional education must be provided.

SCS can assist with both, however for this task, we propose to assist with option one, the annual route review. In a route review, containers may be randomly selected along a route using a lid-flip

observation to assess for contamination. A jurisdiction may designate these responsibilities to a contractor (a combination of SSWR and SCS Engineers constitutes a suitable designee). In this case, the designee must photograph the contamination; as well as document the address and date. The designee will report contamination violations to the jurisdiction on a monthly basis. SCS will also provide SSWR with documentation of this process for the City's use in the Electronic Annual Report.

SCS is able to assist with these lid flips should SSWR need assistance.

## **TASK 6: RECYCLIST DATABASE ASSISTANCE (OPTIONAL)**

SCS understands the City has utilized the Recyclist database tool. We recommend SSWR consider using this database for tracking outreach efforts. This tool can be used by multiple outreach staff, and provides an efficient way to communicate internally. This tool can also be utilized in other outreach efforts, such as the Rethink Disposable project, Disposable Food Ware Ordinance outreach, Edible Food Recovery donors, SB 1383 and Mandatory Recycling reporting needs, and any other activities that need to be documented, tracked and reported.

SCS has used this tool in a number of communities, and has an in-depth knowledge on how to work with the system, including reporting and data collection, to maximize outreach staff time. For this task, SCS would assist SSWR and the City to enhance the use and implementation of the tool, and could train staff on how to most effectively utilize the tool.

## **TASK 7: TRAIN S AND TRANSITION BUSINESSES / MFD'S TO SSWR STAFF (OPTIONAL)**

For over 20 years, SCS has successfully trained numerous staff to conduct site visits and waste assessments. For this project, staff training will provide an understanding of what has been undertaken in the field, and to transfer that knowledge so there is no interruption to the business or MFD's implementation process. This training can be at SSWR facilities, or out in the field at the waste generators' site, depending on the need.

## **KEY PERSONNEL**

Our Project Team is highly experienced and skilled in accomplishing positive results when completing these exact types of services in Northern California.

All project team members are based in Northern California, which provides us with the ability to respond to work orders promptly and meet with local SSWR staff, as needed, including on relatively short notice.

Brief profiles for the accomplished professionals that will serve you on the contract are provided below.

## Project Director

**Michelle Leonard** will serve as the Project Director, ensuring all project work is completed to your full satisfaction. Michelle leads SCS's national Sustainable Materials Management (SMM) practice – SCS's most vibrant and fastest growing practice area – and is an SCS Vice President. She has 35 years of experience in environmental consulting and project management, with substantial experience and expertise in all phases of integrated waste management planning, including waste assessments and characterization studies. She has assisted a number of local governments and authorities to design and implement programs in support of increasing diversion and meeting state diversion mandates, as well as evaluating opportunities to enhance existing programs.

## Project Manager

**Tracie Onstad Bills** will serve as the Project Manager. Tracie leads SCS's SMM projects in Northern California. She has over 26 years of materials management experience, including working for a hauler, a county government, a non-profit, and has over 14 years of experience working for materials management consulting firms, the past 5 with SCS. She has contributed to the development of many solid waste plans, providing materials flow assessments, organics processing research and analysis, hauler customer service reviews, waste and contamination characterizations, and recycling and organics management technical assistance to government agencies, schools, multi-family dwellings and businesses.

## Outreach Staff

**Lynea Baudino** will provide Outreach and Waste Audit Support. Lynea has 3 years of work experience, including recent project experience assisting with commercial technical assistance outreach and material characterization studies in Northern California. Lynea is fluent in Spanish.

**Spencer Nichols** will also provide Outreach and Waste Audit Support. Spencer is a U.S. Green Building Council LEED® Accredited Professional and Green Associate. He assists Tracie with client projects focused on zero waste and solid waste management plan preparation, business waste reduction and recycling technical assistance, disposal-reporting review and monitoring, waste characterization studies, and general research and report writing. Spencer is fluent in Spanish.

## Sub-Contractor Staff

**Melissa Baxter** will provide Outreach and Waste Audit Support. Melissa has 15 years of work experience performing recycling and organics technical assistance, waste characterizations and other programmatic work. Melissa has been a consultant for over ten years and has worked with Tracie as a subcontractor for most of that time. Melissa is fluent in Tagalog.

**Cybele Chang** will provide Outreach and Waste Audit Support. Cybele has 10 years of work experience performing technical assistance to businesses and multi-family dwellings. She previously worked at San Francisco Department of the Environment, and has been consulting on her own for the past six years. Cybele is fluent in mandarin and would be able to assist our group if necessary.

## BUDGET

SSWR has established a budget of \$60,000 for the proposed contract work.

Work will be performed on a time-and-materials basis, in accordance with SCS's hourly rates for Specialty Solid Waste and Recycling project work. Technical assistance is difficult to provide a budget for without knowing the number of businesses or MFD's that will be visited, and the level of services provided. For example, small businesses may take two hours for a site visit and follow up, where strip malls will take between five and ten hours. It is recommended to discuss further, what the actual needs are for outreach assistance and how our team can collaborate with the SSWR outreach team.

A copy of these rates and a budget breakdown are provided in **Attachment 1**.

## CLOSING

SCS values our relationship with SSWR at the highest level, and would like to assure you of our full commitment to meeting all of your expectations on the proposed work.

In case you are not as familiar with our Sustainable Materials Management expertise, we have provided an overview of our SMM practice in **Attachment 2**.


We look forward to working with you on this project. If you have any questions regarding this submittal, or would like any additional information, please contact Michelle or me at your convenience.

Very truly yours,



Tracie Onstad Bills  
Project Manager  
Northern California Director, Sustainable  
Materials Management  
925-426-0279 direct  
[tbills@scsengineers.com](mailto:tbills@scsengineers.com)

**SCS ENGINEERS**



Michelle P. Leonard  
Project Director  
Vice President,  
Practice Leader, Sustainable Materials Management  
626-792-9593 direct  
[mleonard@scsengineers.com](mailto:mleonard@scsengineers.com)

**SCS ENGINEERS**

## ATTACHMENT 1

### HOURLY RATES AND BUDGET BREAKDOWN

This project will not exceed \$60,000. Work orders will be assigned by SSWR to SCS on an as-needed basis. Each work order will provide clear and detailed instructions as to the nature of the work to be performed, the desired completion timeline, how many hours allowed and exact information on the task to be completed.

Task 2 of the budget is based on visiting 100 businesses or MFD's for one hour with one hour of follow up and one hour for training and/or meetings. Depending on the level of assistance needed, these numbers can change. If SSWR would prefer we do an initial visit and hand off all other outreach, we can adjust the budget and/or visit a larger number of businesses.

Our hourly rates and a budget breakdown are provided below in Tables 1 and 2, respectively. Additional detail is available upon request, or can be provided in the project kick-off meeting.

Table 1. Hourly Rates

Description	Cost
Michelle Leonard	\$280
Tracie Bills	\$250
Lynea Baudino, Spencer Nichols	\$130
Cybele Chang, Melissa Baxter	\$100

Table 2. Budget Breakdown

Task	Description	Cost
1	Kick-Off Meeting	\$1,000
2	Business Recycling & Organics Technical Assistance	\$44,000
3	MFD Pilot	\$5,000
4	Project Updates and Deliverables	\$4,000
5	Contamination Participation Lid Flips (Optional)	\$4,000
6	Recyclist Database Assistance (Optional)	\$1,000



7	Train SSWR Staff (Optional)	\$1,000
TOTAL		\$60,000

## ATTACHMENT 2 QUALIFICATIONS

### INTRODUCTION

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers) was established in Southern California as a partnership on the first Earth Day in April 1970. It is now a Virginia S-corporation formed in 1972. **SCS is 100-percent owned by its employees**, with all of the firm's shares held by the SCS Engineers Employee Stock Ownership Plan (ESOP).

McGraw Hill's *Engineering News Record* (the engineering industry's preeminent rankings publication) has nationally ranked SCS as a top-tier consulting firm in design, environmental engineering, solid waste, wastewater, site assessment, and compliance. *Waste360* has ranked SCS Engineers in the Top 100 Solid Waste and Recycling Design-Build Firms in North America.

SCS Engineers is a full-service environmental engineering consulting firm specializing in solid waste management and environmental services. **Established in 1970 and employee-owned since 1986, SCS has operated profitably for nearly 50 years.** Revenues in 2019 were a record \$239 million.

## EXPERTISE IN MUNICIPAL WASTE RECYCLING AND RECOVERY SERVICES

SCS is one of the few environmental consulting firms in the country that specializes in full-service municipal waste management consulting. **We are national leaders in comprehensive solid waste planning, collection, and disposal programs support, waste characterization, and community outreach and engagement to encourage responsible waste reduction, reuse, recycling, and recovery.**

Our **Sustainable Materials Management (SMM)** practice staff specialize in all aspects of solid waste planning and operations, including comprehensive solid waste/zero waste management plans, waste diversion alternatives studies, waste characterization studies, feasibility studies, program analyses, and many more audits and support services. We have significant experience assisting government agencies in California and other states with the implementation of recycling and waste diversion programs, and helping leaders of solid waste departments tasked with evaluating their compliance with AB 939, AB 341, AB 1826, SB 1383, and other solid waste regulations. Our relationships with collection companies assists our effectiveness with understanding the barriers and best practices for developing tools and implementation.



SCS has completed approximately 10,000 individual studies, surveys, audits, and research projects concerning a wide range of solid waste and environmental issues – **over 500 of which have been completed by our vibrant and growing SMM practice.**

Our SMM services are listed below in Table 3.

Table 3 Sustainable Materials Management Services

<b>Plans and Studies</b>	<ul style="list-style-type: none"> <li>• Comprehensive SMM/Solid Waste/Zero Waste Plans</li> <li>• Regulation Review and Recommendations</li> <li>• Policy Development and Implementation</li> <li>• SB 1383 Organics Recycling and Edible Food Recovery Capacity Planning</li> <li>• Organics Recycling and Edible Food Recovery Capacity Reporting (2022, 2024, 2029, 2034)</li> <li>• Edible Food Recovery Capacity Expansion Planning</li> <li>• Program Planning</li> <li>• Benchmarking of Services and Fees</li> <li>• Diversion Analysis and Planning</li> <li>• Waste Generation and Characterization Studies</li> <li>• Feasibility Studies</li> </ul>
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	<ul style="list-style-type: none"> <li>• Greenhouse Gas Inventories</li> <li>• Sustainability Plans</li> </ul>
<b>Financial and Economic Analysis</b>	<ul style="list-style-type: none"> <li>• Rate Analysis</li> <li>• Hauler Audits</li> <li>• Cost of Service Studies</li> <li>• Franchise Agreement Reviews</li> <li>• Cost, Financial, and Economic Analysis</li> <li>• Evaluation of Public-Private Partnerships</li> <li>• Development of RFQ/RFP/Bid Documents</li> <li>• Procurement Assistance</li> <li>• Grant funding applications and management</li> <li>• Customer Billing and Service Reviews</li> </ul>
<b>Program Design and Implementation</b>	<ul style="list-style-type: none"> <li>• Waste Assessments, Collection Assessments and Diversion Assessments</li> <li>• Business Technical Assistance</li> <li>• Generator Studies</li> <li>• Facility Feasibility Studies</li> <li>• Implementation Schedules</li> <li>• Monitoring and Evaluation</li> <li>• Program Effectiveness and Improvements</li> <li>• Special Events and Public Venue Programs</li> <li>• Develop and Maintain Food Recovery Organization Lists</li> <li>• Inspections for SB 1383 Tier 1 and Tier 2 Edible Food Generators</li> <li>• Program Implementer Trainings</li> <li>• Establish Communication Models for Local Government Officials, Food Suppliers and Intermediary Organizations</li> </ul>
<b>Public Outreach and Education</b>	<ul style="list-style-type: none"> <li>• Development of Public Education Programs</li> <li>• Outreach for SB 1383 Tier 1 and Tier 2 Edible Food Generators</li> <li>• Provide Guidance to Interface with Health Departments</li> <li>• Facilitation of Public Meetings, Workshops, Seminars and School Assemblies</li> <li>• Design and Create Employee and Volunteer Protocol</li> <li>• Public Opinion Surveys</li> <li>• Flyers, Posters, Newsletters, Social Media</li> </ul>

## OFFICE LOCATIONS

Headquartered in Long Beach, CA, SCS employs 934 professional and support staff located in 67 offices nationwide, including 325 staff in 15 offices in California (see map to right).

We have the locations and reach to engage local jurisdictions, local governments, and industry organizations statewide. Our base of operations for this project will be our Pleasanton, CA office.

SCS is registered and eligible to do business in the State of California pursuant to PCC 10286.



## POINT OF CONTACT

### Name and address of office submitting proposal:

SCS Engineers  
7041 Koll Center Parkway  
Suite 135  
Pleasanton, California 94566  
925-426-0080

### Name, telephone number, and e-mail address of a person who can be contacted if further information is required:

Tracie Bills, Project Manager  
925-426-0279 direct, or [tbills@scsengineers.com](mailto:tbills@scsengineers.com).



# PROPOSAL

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SPECIALITY SOLID WASTE  
CITY OF SUNNYVALE  
MARCH 19, 2020

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Push and Pull Service  
Scout Service





# FACT SHEET



- Bay Area Waste Services also known as TrashScouts has been providing Push and Pull service, also known as, Scout Service since 2015
- TrashScouts serves over 200+ Multi-family and Commercial properties daily, ranging from Apartments to retail shopping centers.
- Corporate office in Oakland, CA
- Members of the Better Business Bureau, East Bay Rental Housing Authority, and the Northern California Recycling Association.

We offer other services as a value added provider, such as examining and reporting contamination, tagging overflow and reporting repairs.

We are happy to partner with you in any way we can.

We also serve a mix of customers who we believe would be happy to tell our story





## Pricing Schedule - Speciality Solid Waste - City of Sunnyvale

Push Out Service for distances longer 0-150ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00	\$ 375.00	\$ 450.00
4 Cubic Yard	\$ 80.00	\$ 160.00	\$ 240.00	\$ 320.00	\$ 400.00	\$ 480.00
1 Cubic Yard CPT	\$ 90.00	\$ 180.00	\$ 270.00	\$ 360.00	\$ 450.00	\$ 540.00
2 Cubic Yard CPT	\$ 95.00	\$ 190.00	\$ 285.00	\$ 380.00	\$ 475.00	\$ 570.00
3 Cubic Yard CPT	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00
Push Out Service for distances longer 151-300ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 82.50	\$ 165.00	\$ 247.50	\$ 330.00	\$ 412.50	\$ 495.00
4 Cubic Yard	\$ 88.00	\$ 176.00	\$ 264.00	\$ 352.00	\$ 440.00	\$ 528.00
1 Cubic Yard CPT	\$ 99.00	\$ 198.00	\$ 297.00	\$ 396.00	\$ 495.00	\$ 594.00
2 Cubic Yard CPT	\$ 104.50	\$ 209.00	\$ 313.50	\$ 418.00	\$ 522.50	\$ 627.00
3 Cubic Yard CPT	\$ 110.00	\$ 220.00	\$ 330.00	\$ 440.00	\$ 550.00	\$ 660.00
Push Out Service for distances longer 301-600ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 91.58	\$ 183.15	\$ 274.73	\$ 366.30	\$ 457.88	\$ 549.45
4 Cubic Yard	\$ 97.68	\$ 195.36	\$ 293.04	\$ 390.72	\$ 488.40	\$ 586.08
1 Cubic Yard CPT	\$ 109.89	\$ 219.78	\$ 329.67	\$ 439.56	\$ 549.45	\$ 659.34
2 Cubic Yard CPT	\$ 116.00	\$ 231.99	\$ 347.99	\$ 463.98	\$ 579.98	\$ 695.97
3 Cubic Yard CPT	\$ 122.10	\$ 244.20	\$ 366.30	\$ 488.40	\$ 610.50	\$ 732.60
Push Out Service for distances longer 601-1300ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 102.56	\$ 205.13	\$ 307.69	\$ 410.26	\$ 512.82	\$ 615.38
4 Cubic Yard	\$ 109.40	\$ 218.80	\$ 328.20	\$ 437.61	\$ 547.01	\$ 656.41
1 Cubic Yard CPT	\$ 123.08	\$ 246.15	\$ 369.23	\$ 492.31	\$ 615.38	\$ 738.46
2 Cubic Yard CPT	\$ 129.91	\$ 259.83	\$ 389.74	\$ 519.66	\$ 649.57	\$ 779.49
3 Cubic Yard CPT	\$ 136.75	\$ 273.50	\$ 410.26	\$ 547.01	\$ 683.76	\$ 820.51

\* Difficult to service containers include up to a 5% monthly surcharge (Difficult to service will be defined by Speciality and TrashScouts)

\* Pull outs requiring more that 1301+ ft (0.25+ miles) will be quoted seperately

\* We will have a \$250 minimum billable daily rate, for each day we are required to service

\* Distance is only measure from disposal location to placement location - One way Distace.  
Returning the bin after service is not factored or billed for.

# CNG Time-Fill / Fast-Fill Fueling Station Proposal

Created Exclusively for Specialty Waste & Recycling

02/26/2020



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The electrical equipment will be located a minimum of 15' from the compressors and other gas-supplied equipment. The electrical area will contain the following items: Service Entrance Main Disconnect, (optional Storm Switch), Motor Starter Panel and Communications Panel for remote diagnostics.....	7
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There will be dual Parker high-pressure filters installed between the compressor discharge and the dispensers to catch any oil bypass and contaminants before CNG is dispensed into the trucks. The filters will be located on a stand next to the priority panel for maximum effectiveness. One set of two (2) filters will be located at the discharge outlet of the high bank, mid bank, and low bank on the storage vessels. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.....	11
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Dear Nick Nabhan,

TruStar Energy is pleased to offer the following proposal for a time-fill / fast-fill station at the following location:

Specialty Waste & Recycling  
3355 Thomas Rd  
Santa Clara, CA 95054

**This 100% turnkey proposal addresses the following requirements:**

- Design, Planning, Permitting, Equipment, Construction, Start Up and Training

**This proposal includes 2 compressor(s) 54 time-fill hoses and 2 fast-fill hoses**

Use the table below to determine the production capability of this proposal

COMPRESSOR PERFORMANCE CAPACITY [1 GGE – 1.267 cubic feet / 1 DGE = 1.39 cubic feet]

Compressor	Per Min. Production GGE	Per Min. Production DGE	Per Hr. Production GGE	Per Hr. Production DGE	Per 7 Hr. Production GGE	Per 7 Hr. Production DGE	Per 10 Hr. Production GGE	Per 10 Hr. Production DGE
1	3.75	3.4	225.24	204.17	1576.67	1429.21	2252.38	2041.73
2	7.5	6.8	450.48	408.34	3153.33	2858.42	4504.76	4083.46

**The Time-Fill Station as quoted has the following dispensing capabilities.**

**Equipment:**

- Time fill 1 vehicle with 31 DGE in: 0.08 hours
- Time fill 10 vehicles with 31 DGE in: 0.76 hours
- Time fill 30 vehicles with 31 DGE in: 2.28 hours
- Time fill 50 vehicles with 31 DGE in: 3.8 hours
- Time fill 75 vehicles with 31 DGE in: 5.69 hours

**The Fast-Fill Station as quoted has the following dispensing capabilities.**

**Equipment:**

- Qty of Dispenser Cabinets: 0
- Qty of Standard Flow Hoses: 2
- Qty of Commercial High-Flow Hoses:

Performance Characteristics of Quoted Dispensers with Storage

Hose Type	Flow Rating	Hose QTY	GPM	GPM per 15 Min	GPM per Hour	GPM per 4 Hours
Standard Flow Hoses	Max. 14 GPM Avg. Fill 5 GPM per hose	2	10	150	600	2400
Commercial High Flow Hoses	Max. 25 GPM Avg. Fill 9 GPM per hose					
<b>Total</b>		<b>2</b>	<b>10</b>	<b>150</b>		<b>2400</b>

The compression scenario is based off of an inlet pressure of 50 PSIG with adequate flow.

TruStar Energy looks forward to earning your valued business.

Anthony Flynn

TruStar Energy Sales Representative

## TIME-FILL / FAST-FILL STATION EQUIPMENT OVERVIEW

### GRANT PROCESSING

Administrative fees associated with developing, writing, and processing the grant.

### DESIGN AND ENGINEERING (to be performed by TruStar Energy)

TruStar Energy will initially meet to understand the requirements of your proposed station. At TruStar Energy's discretion TruStar Energy will provide exhibit drawings. The design will be based off the conceptual layout for the location. Upon signed agreement and 20% down payment, a final design will include PE-stamped CAD drawings for each phase of the project, including but not limited to: electrical, mechanical and civil for permitting purposes. TruStar Energy will acquire all permits necessary for complete build in all phases of construction.

Design and construction will consider industry standards and all executable local, State, and/or Federal building codes as interpreted by the Fire Marshall and/or building inspector with regional jurisdiction.

### PROJECT MANAGEMENT

A dedicated project manager is assigned to each project for the duration of the project. The assigned project manager is involved with the project from the design phase throughout the construction and startup. The project manager will be 100% responsible for all of the daily activity at the job site and will report construction progress to the customer's designated contact on a weekly basis. This project manager is responsible to ensure that all TruStar Energy employees and subcontractors follow TruStar Energy and Customer safety and site policies. The project management fee includes site equipment mobilization, TruStar Energy employee travel & lodging and project management.

### UTILITY EXTENSIONS REQUIRED BY CUSTOMER

- A single **High Speed Broadband Internet (RJ45) connection for CP-400 Communication (3MB minimum – 7MB optimal)** package is required at the compressor staging area.
- A second phone line is required for customers using a gas broker for a telemetric meter.
- A third **High Speed Broadband Internet (RJ45) connection (3MB minimum – 7MB optimal)** is required for customers using a credit card reader for public fuel dispensing or private fleet information collection.

### ELECTRICAL SERVICE–

- A 800 amp electrical service is required at the compressor staging area from your Electric Utility provider - 277/480, 3 phase 4-wire service.

### NATURAL GAS SERVICE –

- 50 psi pressure capable of delivering 56760 cubic feet of natural gas per hour, with the gas meter located at the compressor staging area. Note: (lower pressures can be acceptable for the production of CNG at the designated site location. Lower pressures will drop the hourly production rate of CNG.

The customer is responsible to provide all electrical, phone and gas service as required within 25 feet of the compressor compound and responsible for all associated costs. TruStar Energy will work with your local utilities to validate existing service and determine what necessary upgrades are required to satisfy utilities requirements. ***Assumptions: TruStar Energy takes no responsibility for the unforeseen. TruStar Energy assumes that the soil is not contaminated and is suitable for backfill.***

## EQUIPMENT OVERVIEW

*Please find a full station order summary [including quantities] at the end of this proposal.*

### **2 ANGI 300 JGQ 200 hp - 473 scfm Compressors each - Included**

Compressor: Lubricated, Reciprocating, Balanced, Opposed

Number of Stages: 4

Manufacturer: ANGI - All weather enclosures included. Compressor is positioned so that access doors can be opened fully to access compressor and components inside enclosure.

### **COMPRESSOR ENCLOSURE**

The ANGI 300 compressor comes standard with a power-coated sheet metal enclosure with access doors and removable panels. The maximum emitted noise from the skid is 78 dBa @ 10' (typical for enclosed skids). Unless specified by the customer, the enclosure comes painted in white with a gray skid. Included options include one enclosure light and an IR gas detector.

### **CONSTRUCTION**

Piping 2" diameter and smaller is of socket weld construction. Piping construction methods shall conform to ANSI B31.3 3. Flanged piping joints shall use spiral-wound, metallic gaskets. Tubing shall be of seamless ASTM-316 type of adequate pressure rating. Tube fittings 1/2" or smaller shall be Hoke brand or Swagelok brand. Tube fittings 1/2" or larger shall be Parker "Seal-lok" fittings with face seal O-rings. All carbon steel surfaces shall be adequately prepped and painted using industrial epoxy paint. All components shall be suitably braced.

### **INLET SYSTEM**

Inlet connection: Varies based on site conditions. 2. Inlet Valve: Solenoid valve. 3. Inlet Filter: Particulate filter with serviceable, removable filter made of stainless steel mesh construction. 4. Inlet Flex Hose to be provided, manual isolation valve to be provided, with construction start up strainer to be provided.

### **CAPTIVE RECOVERY SYSTEM**

Complete skid-mounted captive recovery system for filter blow-down and unloaded starts and stops. The system includes a 100-gallon, vertical ASME tank rated for 600 psig. The recirculation system includes a high-flow recirculation regulator, system relief valve and receiver tank drain.

### **SKID CONSTRUCTION**

The NG300 Single Unit Skid measures 12' L x 7'-6" W x 8'-5" H, and weighs 15,000 lbs and built to Ariel Compressor Packaging Standards. The open skid is made of welded, structural beams. The main beams are full-depth steel channel or tubes. Rigid mounting surfaces are provided for the compressor and driver. The skid is designed with an overhead support frame and hold-down bolt holes are provided at four (4) external and two (2) internal locations.

### **FILTRATION**

Serviceable filtration is provided on the inlet of the compressor, on all inter-stage circuits and prior to discharge. The inlet particulate filter comes with a serviceable element made of stainless steel mesh construction. Coarse coalescing filters with stainless steel oil knock-out elements are provided on all inter-stage circuits. Pre-coalescing and fine-coalescing final filters are provided on the discharge circuit for oil elimination.



**CONTROL SPECIFICATIONS**

Control System..... ANGI CCS Compressor Control System  
PLC Make / Model..... Panel, Control, Compressor, Horner Electric RX371  
I/O  
I/O Arrangement (Max I/O Indicated)..... 35 DI / 16 DO / 20 AI / 4 AO  
Mounting Location of Controller ..... On-skid, UL NNNY, mounted in NEMA 3R  
Enclosure  
Electrical Classification of Control Panel ..... Class I Div II Per NFPA 89  
Operator Interface ..... Panel mounted graphical display, pilot lamps  
and key switches  
Available Network Connections..... CsCAN, Ethernet, Modbus\*, DeviceNet

**INSTRUMENTATION**

STANDARD INSTRUMENTATION: Analog: Inlet Pressure Transducer, Interstage Pressure Transducer, Discharge Pressure Transducer, Interstage Discharge Pressure RTD, Compressor Oil Pressure Transducer. OPTIONAL ANALOG INSTRUMENTATION INCLUDED: Enclosure Gas Level (%LEL). DIGITAL INSTRUMENTATION: ESD Active Dry Contact, Hi Gas Level

**ELECTRIC MOTOR**

Manufacturer: WEG Baldor or Equal / Operating Speed – 1785 rpm /NEMA, TEFC, Class 1 DIV 2 / 3-phase – 460/60 Hz

## COMPRESSOR AREA EQUIPMENT

### **COMPRESSOR EQUIPMENT BASE AREA - Included**

Compressor pad area is composed of a minimum of 12-18" concrete base (depending on compressor configuration and local building codes). The compressor equipment base area will include compressors, storage, priority panel, inlet gas dryers and gas meter assembly.

The area inside the compressor compound (around the concrete equipment pads) is finished with a surface of 3/4" river rock (asphalt or concrete finish optional). By code, the compressor area must be protected by bollards or continuously connected guardrail.

### **ELECTRICAL EQUIPMENT BASE AREA - Included**

The electrical equipment will be located a minimum of 15' from the compressors and other gas-supplied equipment. The electrical area will contain the following items: Service Entrance Main Disconnect, (optional Storm Switch), Motor Starter Panel and Communications Panel for remote diagnostics.

### **COMPRESSOR AND ELECTRICAL EQUIPMENT AREA PROTECTION - Included**

When guardrail is chosen for protection posts are typically spaced 7' on center and are anchored 36" - 60" below the ground surface. Guardrail height is set at 36" above the surface level. The time-fill post will be mounted in an 18" dia. x 3' deep concrete base.

If bollards are chosen for protection, the compressor pad area will include 3' tall - 4" concrete-filled steel protective bollards anchored in an 18" diameter base, 3' in depth spaced 4' on center. The bollard is covered in a safety yellow TruStar Energy-branded plastic sleeve.

**CHAIN LINK FENCE: - Included** A 6-foot high 2-1/4" x 11-1/2 ga. galvanized-steel fence will be installed around the compressor / electrical equipment areas. Includes a lockable service gate. The gate size will be 3-feet wide unless otherwise specified.

### **COMMUNICATIONS PACKAGE: - TSE Wireless Communication Panel - Included**

TSE Wireless Communication Panel: A TruStar Energy engineered wireless full-time equipment monitoring system which includes: email and text messaging for system faults, continuous time-based logging of system operating parameters, continuous event-based logging of system events. The system provides local web server for real-time and logged data display. Provides for remote access for TruStar Energy data collection and support via secure VPN connection. Also provides Network Address Translation [NAT] for secure interface to the customer's network.

### **FAST FILL BUFFER STORAGE PANEL: FF / TF Buffer Storage Panel 2 Zone - Included**

Priority buffer panel capable of dispensing CNG for fast fill, is included for high-flow capability. 1" Buffer-Valve panel includes ESD valve mounted and racked to storage in NEMA 1 Panel. Ideal for applications where average vehicle fill is more than 30 GGE/DGE. Compatible with high-flow CNG nozzles that can flow up to 25 GGE per minute average 9 GGE per minute flow capacity or greater. Includes Qty. 1 buffer valve in 1 cabinet. One buffer panel controls the filling operation for up to 3 dispensers. The 1" time fill valve is included in the same cabinet for time fill application to provide temperature compensation and time of day operation for time fill applications. Typically at least 1 storage bottle is required per zone.

### **INLET GAS DRYER: GD-030-S-M-460-150-3 - Included**

ANGI single tower manual regen dryer, 30" vessel, 150 psi design pressure, 3" class 150 flanges. Includes digital dew point monitor, isolation and bypass valves, blower, heater, cooler, water separator and collection tank to regenerate the desiccant. Requires 460/3/60 power.

**MOTOR STARTER PROVISION: Motor Starter - Dual 200 hp - Qty 1 - Included**

The motor starter panel is designed to perform several different custom functions within the compressor design - as well as a soft start for your electric motor. The other functions include, but are not limited to: dryer power, enclosure power, gas detection power, time-fill panel power, cooling fan power, ESD for time-fill line power, and spares for future options.

**MOTOR STARTER COOLING FAN: Qty 1 - Included**

A cooling fan kit is added to the side of the motor starter enclosure to cool motor starter panels rated at 105F°. This option will extend the maximum operating temperature to 120°F ambient conditions. Rated for single, dual or triple motor starters.

**BUFFER / CASCADE TANK STORAGE PROVISIONS – 3-Pak 23' tubes - 36,630 scf Qty 1 - Included**

ASME 3-Vessel High pressure Assembly. 3-Pack Storage Assembly. Nominal CNG capacity of 36,630 SCF @ 5,500 psig, 20" OD x 23'L x 1.303" MW ASME Vessel. Nominal water volume is 102.6 cu. ft. Holds approximately 289 total GGE. Tubes comply with NFPA 52 4.4.5 (ASME Compliance). Includes 1" ball valves, NPT fittings, I-beam construction and vent stack.

**EMERGENCY SHUTDOWN AND FIRE EXTINGUISHERS TO MEET BUILDING CODE – Included**

Shutdowns are located at compressor area and dispenser area.

- Includes Emergency Shutdown Switch at dispenser area
- Fire Extinguisher - 5 lb./ 20 BC/model B402/B402T, 3A:40B:C/ 25-gallon water equivalent
- Safety Signs at dispenser area
- Safety Signs at dispenser area and time fill areas

**MANUAL TRANSFER SWITCH PROVISIONS – Manual Transfer Switch - 800 amp (400 total hp capacity) - Included**

BACKUP GENERATOR PROVISIONS - 800 Amp / 400 hp Total hp Capacity: Compressor control system includes a backup generator hook up provision capable of running either compressor A or compressor B in the event of power loss. Design includes a manual transfer switch to change power from primary power source to back up power. The system requires a backup power generator (not included) sized to produce: [350 KVA per 200 hp compressor] or [700 KVA per two 200 hp compressors] or [700 KVA per one 400 hp compressor.]

## TIME-FILL AREA AND EQUIPMENT

### **K-Rail Protection: Included Qty 54 - Included**

Concrete K-Rail in 10' or 20' lengths measuring 18" wide at the base and 32" in height. Will be attached to existing surface with ground anchors. The K-Rail structure will become a permanent mounting location for time-fill posts and high-pressure piping and electrical conduit. All conduit is run on top of the K-Rail surface. Each time-fill post is mounted to the K-Rail structure. The K-Rail structure is protected by 4" dia. 3' tall - concrete-filled steel protective bollards anchored in an 18" diameter base, 3' in depth spaced 4' on center. The bollard is covered in a safety yellow plastic sleeve.

### **Fill Posts for 54 Time-Fill hoses- Included**

single-hose time-fill posts / 27 dual-hose time-fill posts and / or quad-hose time-fill posts will be supplied and installed in the time-fill mounting system. Each single or dual-hose post includes: receiver for fill hose nozzle, Heavy duty retractor for fill hose, Shut off valve, Safety and Warning signs, Grounding rod with 3/8-16 grounding stud welded on with double clad plated nuts. Posts are installed in a concrete base 18" in diameter and 3' in depth. Holster style post hook up – eliminates freeze up of nozzle to post. Posts are constructed of 3" x 3" square steel tube with on-post atmospheric gas exhaust vent, located at the top of the post. The top of the post measures 10' high from mounting surface. Prepped, painted "Safety" yellow.

### **54 Fill Hoses - Included**

- Staubli 3,600 psi NGV1 Type 2 nozzles
- 25' long hose with Guard-rail mount
- 150# inline high-pressure breakaways
- Swagelok 3-way valve for nozzle

### **Time-Fill Post 2 Zone Layout - Included**

High-pressure discharge lines run from the compressor to 2 time fill zones. All lines are trenched or directional drilled when possible from compressor to first fill hose on fill line. Trenched lines are replaced with original surface type that existed before trenching.

### **Time-Fill Line Filtration – Included Qty 1**

There will be Parker High pressure filters installed on the beginning of the Time-Fill Line to catch any oil bypass and contaminants before CNG is dispensed into the trucks. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.

### **De-Fueling Post - Vent to Compressor – Included**

This includes a 10' tall post with vent on one end. The post has a standard de-fueling hose with a BDN nozzle. The BDN nozzle hooks up to most all de-fueling ports on CNG fueling boxes. The de-fueling post must be located outside where it can safely vent CNG to the atmosphere. The operator hooks up the de-fueling hose to the de-fueling port on the vehicle fuel system. A manual valve actuates the function and safely drains the gas from the fuel tanks. The manual system will drain the fuel system tanks down to approximately 200 psi of gas pressure. The second feature allows you to move the valve to a position that will take the CNG off the storage and pull it through the inlet gas line feeding the compressor. There is a discharge line installed between the de-fueling panel and the inlet line of the compressor. This second option can be used when the compressor is operating. This system will typically drain the tanks in entirety providing the vehicles fuel system check valves allow it to be completely drained. The post typically will be mounted in a 3' deep , 18" diameter concrete base. This system requires

installation at the compressor area with gas line tie ins to the inlet gas feed to the compressors. This is an approved IFC practice.

**High-Pressure Piping - Included**

Stainless steel high-pressure Time-Fill Line will be run from the compressor area to the Time-Fill Line. This high-pressure line will be directional drilled when possible and where required, trenching for high-pressure runs will be backfilled and replaced with like type surface material (which was removed during installation). All stainless steel lines that are run underground are protected by PVC conduit. Stainless steel tube is rated at 5,000 psi with ½" having a .065" wall thickness and ¾" tubing having a .095" wall thickness. Schedule 160 High pressure stainless steel pipe between 1" and 2" in diameter is rated at 5,000 psi.

**Low-Pressure Piping - Included**

Low-pressure piping will be used from gas meter assembly to the inlet gas dryer and from the inlet gas dryer to the compressors. Schedule 40 carbon steel is rated at over 1,000 psi.

**Time Fill Panel (per compressor / on compressor),=DR>> - Included**

Time fill panels with 1" valve (for applications above 700 scfm), located on compressor will control the start and stop functions of the Time-Fill Line. This panel provides temperature compensation fill on the Time-Fill Line. This panel also allows you to set specific start and stop times on the Time-Fill Line to maximize the entire systems capabilities and ensure trucks get the maximum allowable CNG on board with each fill.

**Micromotion CNG050 Meter - 1 - Included**

Micromotion Meter CNG050 - 40 to 4444 scfm capacity constructed of stainless steel, pressure rated to 5,000 psi. Temperature rated from -40°F to +247°F. Mass flow accuracy to ± .5%. Rated for hazardous area installation. Weights and Measures rated. Reads in liters, DGE, or GGE. All-weather rated.

**20' Dual LED Parking Lot Light - 1 - Included**

A dual 400-watt LED lamp mounted on a one-piece aluminum post. Each lamp enclosure measures 15" x 22". This light post includes dual LED lamp enclosures. The light post is 20' in height and mounted in a 18' concrete caisson.

**FAST FILL DISPENSER PROVISION – 0 Cabinet(s) - Included**

**6-Filter Fast-Fill Line Filtration – Qty 1 Included**

There will be dual Parker high-pressure filters installed between the compressor discharge and the dispensers to catch any oil bypass and contaminants before CNG is dispensed into the trucks. The filters will be located on a stand next to the priority panel for maximum effectiveness. One set of two (2) filters will be located at the discharge outlet of the high bank, mid bank, and low bank on the storage vessels. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.

**Start Up and Commissioning- Included**

TruStar Energy will commission the station and provide on-site training on equipment to mechanics that will include all maintenance and operations requirements. Mechanic will work with TruStar Energy trainer during start up to understand all required maintenance and operations requirements.

**Factory Training For- 1 Included**

One week [Monday thru Friday] of compressor maintenance training included at ANGI in Janesville, Wisconsin. Monday and Friday are designated as travel days, with Tuesday thru Thursday being dedicated to classroom and technical training. Customer pays travel and accommodations.

**Weights and Measures- Weights and Measures Included**

Weights and Measures Certification for public resale.



## WARRANTY OVERVIEW

### WARRANTY TERM

TruStar Energy Operations/Mechanics start up training on site at Customer location for a minimum of up to four (4) days and will initiate warranty start date with equipment manufacturer. Warranty term is 12 months from CNG station startup/commissioning date.

### CONSTRUCTION AND TIME-FILL POST WARRANTY

TruStar Energy offers a one-year warranty on station construction, time-fill posts and hard piping due to manufacturer defects and workmanship. **Warranty on these items includes labor & material.**

For warranty issues and clarifications related to station construction and time-fill hoses contact:

Customer Service/Warranty  
TruStar Energy  
10225 Philadelphia Court, Rancho Cucamonga, CA 91730  
Phone 909-793-3700  
Contact Mario Rocha via email: [mrocha@trustarenergy.com](mailto:mrocha@trustarenergy.com)

### COMPRESSOR EQUIPMENT WARRANTY

ANGI compressor equipment warranty of 1 year from date of commissioning: Other equipment items may include longer warranties. **Warranty on compressor, dryer, control equipment is parts only unless otherwise specified.**

For warranty issues and clarifications contact:

Customer Service  
ANGI International, LLC.  
305 West Delavan Drive, Janesville, WI 53546  
Phone 800-955-4626 / Fax 608-531-2635  
Email: [service@angiinternational.com](mailto:service@angiinternational.com)

### Warranty Detail

Construction -All construction related items	12 months from start date	Parts and Labor
Methane Detection System (Shop)	12 months from start date	Parts Only
Compressor (ANGI components)	12 months from start date	Parts Only
All other quoted equipment (dryers, dispensers, etc.)	12 months from start date	Parts Only
Compressors (Ariel Only)		
All components	12 months from start date	Parts and Labor
Cylinder bodies, Pistons, Piston Rods	24 months from start date	Parts Only
Crankshaft, Crankshaft Casting, Connecting Rods, Crossheads, Crosshead Guide Castings	36 months from start date	Parts Only
Crankshaft, Crankshaft Casting, Connecting Rods, Crossheads, Crosshead Guide Castings when maintained with 100% Ariel OEM replacement parts	72 months from start date	Parts Only

Compressors (Quincy - ANGI 50) All components	12 months from start date	Parts Only
Sauer (All Compressor Components)	24 months from start date	Parts and Labor

*Warranty terms are as of Jan. 2015 and are subject to revision.*

#### Technical Assistance

ANGI shall provide technical manuals, drawings and/or instructional materials with the equipment purchased hereunder. Unless the sale is of equipment only, ANGI shall provide the services of such number of technicians as may in its sole discretion be required to assist in start-up and in training of purchasers' employees in installation, operation and maintenance of the equipment purchased hereunder. Such technicians shall be provided on an advisory basis only. Purchaser acknowledges that the technical materials supplied are proprietary to ANGI and that the goods manufactured by ANGI are based upon patents, trade secrets, confidential and proprietary information developed by, and the exclusive property of ANGI and its affiliates. For service issues contact:

Customer Service  
 ANGI International, LLC.  
 305 West Delavan Drive, Janesville, WI 53546  
 Phone 800-955-4626 / Fax 608-531-2635 E-mail – [service@angiinternational.com](mailto:service@angiinternational.com)

ANGI Service Contact  
 Tim Roach – Service Manager ANGI – Email: [Troach@angienergy.com](mailto:Troach@angienergy.com)  
 Mobile Phone – 608-436-9966

TruStar Energy National Service Manager Contact – Dan Kubista  
 Service and Technical support available via phone:

**Dan Kubista**  
**1928 32<sup>nd</sup> Ave. NW**  
**Rochester, MN 55901**  
**Cell: (507)440-9318**  
**[dkubista@trustarenergy.com](mailto:dkubista@trustarenergy.com)**

## PRICING AND PAYMENT TERMS

### Payment Schedule

- 20% down payment with order
- Remainder to be progress billed as work is completed and equipment ships

### Qualifications:

- Pricing is in US Dollars and is based on equipment supply
- Assuming expedited plan-check through the city and Fire Marshall, we could expect a station delivery and commissioning within 6-7 months from date of order
- TruStar Energy's General Conditions of Supply apply to this quotation
- Warranty is Equipment Manufacturers standard 1-year parts only warranty; labor is excluded.

Schedule of Values	
Item	Price
<b>ENGINEERING</b>	
Grant Processing	\$4,200.00
Design & Engineering	\$54,340.00
Permitting	\$20,635.84
<b>EQUIPMENT</b>	
Compressors	\$480,672.27
Motor Starter with soft starter, transformer	\$34,322.82
Storage Vessels – High Pressure	\$84,087.50
Time-Fill Posts	\$166,815.88
Time-Fill Items (Filters, Miscellaneous)	\$28,551.86
Fast-Fill Priority Panel	\$38,429.06
Fast-Fill Items (Filters, Miscellaneous)	\$14,504.49
Inlet Gas Dryer	\$60,227.94
Back Up Generator/ MTS / ATS, etc.	\$25,516.41
<b>CIVIL CONSTRUCTION</b>	
Compressor Base Area / Property Improvements, etc.	\$313,380.79
Mechanical High / Low Pressure	\$195,896.94
Electrical	\$180,884.96
Project Management	\$81,400.00
Start Up and Commissioning	\$29,560.80
Factory Training	\$997.50
Freight	\$15,000.00
Taxes	\$155,488.38
<b>TOTAL PRICE WITH TAXES AND FREIGHT</b>	<b>\$1,999,763.44</b>
Total Price Without Applicable Taxes	\$1,844,275.06
Required Down Payment	\$399,952.69

**Proposal No: 01090277**

Anthony Flynn  
TruStar Sales Representative

\_\_\_\_\_  
TruStar Sales Representative Signature

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

Nick Nabhan  
Specialty Waste & Recycling Representative

\_\_\_\_\_  
Specialty Waste & Recycling Representative Signature

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

## Specialty Waste &amp; Recycling Station Build Detailed Schedule of Values:

Item	Product	Qty	Price
Inlet Gas Dryer	GD-030-S-M-460-150-3	1	\$60,227.94
Commissioning	Weights and Measures	1	\$7,390.20
Civil	Pad for Cascade Tank Storage	1	\$7,150.00
Electrical	20ft Parking Lot Light	1	\$10,296.00
Commissioning	Commissioning 2 Compressors-NM	1	\$22,170.60
Design and Engineering	Design and Engineering Drawings	1	\$54,340.00
Permitting	Permitting	1	\$9,295.00
Compressor	Ariel - ANGI 300 JGQ 200 hp - 50 psi - 473 scfm	2	\$480,672.27
Motor Starter	Motor Starter - Dual 200 hp	1	\$32,266.77
Electrical	TSE Wireless Communication Panel	1	\$9,642.46
Fast Fill Priority Panel	FF / TF Buffer Storage Panel 2 Zone	1	\$38,429.06
Buffer / Cascade Storage	3-Pak 23' tubes - 36,630 scf	1	\$84,087.50
Fast Fill	6 Filters at Priority Panel on Stand	1	\$14,504.49
Civil	Dual ANGI 300 - 600 Pad	1	\$114,400.00
Civil	Trenching inlet gas supply to compressor area (per linear foot)	25	\$2,502.50
Civil	Chain Link Fence for 1 - 2 Compressor Compound	1	\$21,450.00
Civil	Credit Card Reader Installation Labor	2	\$4,432.25
Mechanical Pressures	Base High/Low Pressure - Dual Compressor	1	\$54,000.00
Mechanical Pressures	MHP per Time Fill Run (per ft)	600	\$57,600.00
Mechanical Pressures	MHP - Per Dual Time Fill Post	27	\$75,791.47
Mechanical Pressures	MLP - Regulator and Flex Hose: 2 Compressors	1	\$8,505.47
Electrical	Electrical Base for Dual ANGI 300/600	1	\$135,850.00
Electrical	Electrical per Time Fill Post	27	\$25,096.50
Backup Gen	Manual Transfer Switch - 800 amp (400 total hp capacity)	1	\$25,516.41

Time Fill Posts and Hoses	Dual-Hose Post with 25 ft hose (NGV 1 Type 2)	27	\$154,636.02
Time Fill	2 Filters on Stand (per time fill run)	1	\$6,618.04
Proj Mgmt	Container Delivery	1	\$7,150.00
Proj Mgmt	Medium Projects	1	\$74,250.00
Factory Training	Factory Training	1	\$997.50
AQMD	Grant Processing	1	\$4,200.00
Motor Starter	Motor Starter Cooling Fan	1	\$2,056.05
Time Fill	Micromotion CNG050 Meter	1	\$8,042.32
Time Fill	ANGI 75 HP and Above	2	\$13,891.50
Existing Station Removal	Decommission and remove existing CNG station equipment	1	\$70,880.25
GNA	Grant Development	1	\$11,340.84
Civil	K-Rail with 4" Bollard Protection System - Per truck (12-13 ft space) - Time-Fill Line	54	\$77,785.99
Station	Topology & Geotech	1	\$6,750.00
Civil	MHP and Electrical tie in for existing public fast fill dispenser	1	\$14,779.80
Station	Pull Box	3	\$8,100.00
Time Fill Posts and Hoses	De Fueling Post - Vent back to compressor	1	\$12,179.86

<b>State Tax:</b>	<b>8.5%</b>	<b>\$8.50</b>
<b>Freight:</b>		<b>\$15,000.00</b>
<b>Station Build Total:</b>		<b>\$1,999,763.44</b>
<b>Required Down Payment:</b>		<b>\$399,952.69</b>



## 2021 Container Program(s)

*Prepared For*



Sunnyvale, CA Marketplace

*Presented to*

Specialty Solid Waste & Recycling  
Mr. Nick Nabhan, Facilities Manager  
3355 Thomas Road, Santa Clara, CA 95054  
(408) 566-1810

April 22, 2020

*Estimates*



Operations - 4424 Via De La Plaza, Yorba Linda, CA 92886 Tel 714-469-3571 Fax 714-779-8283  
Administration - 2800 Carrillo Way, Carlsbad, CA 92009 Tel 760-602-8302 Fax 760-602-8346



April 22, 2020

Mr. Nick Nabhan, Facilities Manager  
Specialty Solid Waste & Recycling  
3355 Thomas Road  
Santa Clara, CA 95054

Re: Sunnyvale, CA 2021 Container Program(s)

Dear Nick:

Please find included herein for your review our *Estimates* for the *Sunnyvale-area 2021 Container Program(s)*, as outlined per your email received 4/17.

These *Estimates* represents overall scope of the programs per your correspondence and subsequent discussions. Please let us know if you require any additional information regarding these *Estimates* or if there's anything more we can provide to assist in your planning.

Thanks Nick, hope you and the family are staying safe and healthy! Talk so you soon.

Sincerely,

A handwritten signature in black ink that reads "Gary Lima". The signature is written in a cursive style with a large initial "G".

Gary Lima  
Chief Operating Officer

## *Specialty Solid Waste & Recycling – Estimates for Waste Services*

### **ESTIMATE SUMMARY**

**2021 Container Program(s)**  
***Sunnyvale, CA Marketplace***

### ***Introduction***

ContainerPros ("ContainerPros" or "CP") is providing these Estimates to Specialty Solid Waste & Recycling ("Specialty" or "SSWR") for potential services to be performed throughout the city of Sunnyvale, CA.

### ***Scope***

#### **Service Options**

##### ***Option #1***

Receiving, Assembly & Delivery

- Carts
  - 1000 – 35G Single Stream Carts with snap-on wheels
- Bins
  - 200 – 1YD FEL Containers
    - Apply three decals and decal serial numbers on each bin

##### ***Option #2***

Receiving, Assembly & Delivery

- Carts
  - 1000 – 95G Single Stream Carts with snap-on wheels
- Bins
  - 300 – 1YD FEL Containers
  - 200 – 3YD FEL Containers
  - 30 – 6YD FEL Container
    - Apply three decals and decal serial numbers on each bin

##### ***Option #3***

- Carts
  - 1000 – 35G Single Stream Carts with snap-on wheels
- Bins
  - 100 – 1YD FEL Containers
    - Apply three decals and decal serial numbers on each bin

Estimates reflect the following:

- All deliveries will be made to Commercial and/or Multifamily accounts
- All accounts are new; there are no removals
- Estimates prepared assuming all Options are completely separate of each other

Each of the Options outlined above will require additional commitments from SSWR, including but not limited to, concise account information, route maps, address lists, and other pertinent information. Additionally, CP will be required to include additional services, including but not limited to, providing reporting documentation, exceptions lists, etc. Upon acceptance of an option, and associated general terms outlined above, a formal Agreement with additional requirements, terms and conditions will be entered into by the parties, which will include all responsibilities, detailed scope, timeline(s), etc.

## Financial Estimates

### *Estimated Service Option Costs & Projected Total Costs*

All options below are presented based upon information received, as well as years of experience. However, unknown factors exist across all options, hence, actual versus projections could vary slightly, but is not expected to be material.

<i>Receiving, Assembly &amp; Distribution Estimates</i>			
	Service	Estimated Service Cost	Estimated Project Cost
Option #1:	Carts	\$18,000.00	
	Bins	\$18,400.00	
			<b>\$36,400.00</b>
Option #2:	Carts	\$18,000.00	
	Bins	\$46,110.00	
			<b>\$64,110.00</b>
Option #3:	Carts	\$18,000.00	
	Bins	\$10,200.00	
			<b>\$28,200.00</b>

Estimates include all services outlines above including Management, Supervision, Equipment & Supplies

- Disclaimer: *ContainerPros has taken information provided by SSWR and/or their employees to provide the above Estimates. SSWR understands that CP requires verification of accounts via complete route data, which it will need to thoroughly analyze and substantiate. Further, any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%) may materially affect the above Estimates, which may no longer be valid. Upon reaching agreement in principle, a formal Agreement with additional requirements, terms and conditions will be entered into by the parties.*

# Attachment B

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**EXAMPLE ORDINANCE FOR CITY CONSIDERATION**

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*Note: Language in orange is specific to Specialty's collection proposal to assist the City of Sunnyvale in meeting SB 1383 requirements and not specific to the SB 1383 regulatory language.*

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ORDINANCE NO. **xx**

ORDINANCE OF THE CITY OF SUNNYVALE ADDING CHAPTER **X.XX** TO THE MUNICIPAL CODE:  
MANDATORY COMMERCIAL, RESIDENTIAL, AND MULTI-FAMILY RESIDENTIAL RECYCLING AND  
AMENDING CHAPTER **X.XX.XXX** OF THE MUNICIPAL CODE:

SOLID WASTE – DEFINITIONS

IT IS ORDAINED by the City Council of the City of Sunnyvale as follows:

Section 1: RECITALS

WHEREAS, the City of Sunnyvale wishes to increase the rate of recycling and recovery of waste materials in Commercial, Single Family Residential, and Multi-Family Residential properties in the City; and

WHEREAS, increasing such recycling will have several benefits including extending the life of landfills, reducing the City's carbon footprint through the reduction in the creation of methane gases, reduced Solid Waste disposal costs, and continuing to meet and surpass required recycling goals set by State Law; and

WHEREAS, organic waste recovery, including food rescue, is mandated by the State of California under SB 1383; and

WHEREAS, passage of a local Mandatory Commercial and Multi-Family Residential Recycling and Organic Waste Recovery Ordinance will address the need to be covered by the current State Regulations in this area and will avoid the potential of up to \$10,000 per day fine if the City fails to adopt such a local ordinance or follow the State Regulations in this area;

Section 2: Chapter **X.XX** - MANDATORY COMMERCIAL AND RESIDENTIAL RECYCLING AND ORGANIC WASTE RECOVERY is added to the municipal code as follows:

Chapter **X.XX** -MANDATORY COMMERCIAL AND RESIDENTIAL RECYCLING AND ORGANIC WASTE RECOVERY

X.XX.010 Purpose

X.XX.020 Findings

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**X.XX.010. Purpose**

The purpose of this Ordinance is to:

- a) Establish requirements for the collection and recycling of recyclable materials and collection and recovery of organic materials generated from Commercial Facilities, Residences, Multi-family Dwellings, and Special Events. These requirements are intended to accomplish the following:
  - i. Assist the City in complying with the State's solid waste diversion regulations, namely SB 1383.
  - ii. Augment voluntary Recycling efforts to further the City's Recycling and diversion goals.
  - iii. Reduce greenhouse gas emissions associated with the mining and manufacturing of goods from virgin materials and associated with the disposal of Solid Waste in landfills, and reduce short-lived climate pollutants, such as methane from the decomposition of organics waste in landfill.
  - iv. Further protect the natural environment and human health as well as enhance the economy through increased recycling and organic waste recovery activities.
- b) Provide for enforcement through the use of fines for violating the requirements of this Ordinance;



- c) Establish a timeline for implementing and enforcing the Ordinance;
- d) Provide exclusions and exemptions for select Solid Waste Customers, Commercial Generators, and Special Events who are not included or able to comply with this Ordinance or for whom the Ordinance poses an undue burden.
- e) Specify a collection program that is consistent with similar programs across the State and that meets the specific needs and infrastructure of the City.

#### **X.XX.020 Findings**

The City Council finds and determines as follows:

- A. The City wishes to maintain a safe, controlled and cost-efficient Commercial and Residential Recycling and Organics Recovery program, which serves as a convenience to the community and preserves the public health and safety.
- B. The City wishes to encourage commercial, Multi-family complexes, and special event recycling and organics recovery in order to reduce impacts to landfill and to reduce greenhouse gas emissions attributable to solid waste.
- C. The City has determined that reducing the amount of solid waste is entering the waste stream in the overall interest of the community, and is required by State mandates under the Integrated Waste Management Act of 1989, the Alternative Compliance Act of 2008 and the California Global Warming Solutions Act of 2006.

#### **X.XX.030. Definitions**

The definitions set forth in Section X.XX.XXX of the Municipal Code shall apply to this chapter.

#### **X.XX.040 Residential Customers**

Each Residential Waste Customer shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance.

Each Residential Solid Waste Customer shall:

- a. Subscribe to a green waste recovery program, as designated by a container with a green lid. This service will be made available by the City of a franchised waste hauler. A green waste recovery program will not be required of those residences that can demonstrate a lack of generation of green waste, such as a home with no yard. Likewise, houses that demonstrate participation in a community composting or home composting program are similarly exempt.
- b. **Subscribe to a dual-stream recyclables collection program. Split containers for recyclables shall be provided where customers will be asked to place fibers (paper, cardboard etc.) on the side of the container with the dark blue lid, and recyclable containers (glass, plastic and metal) on the side of the container with the light blue lid. Containers and collection services will be offered by the City of Sunnyvale or its franchised waste hauler.**

c. **Subscribe to a food waste collection program (FoodCycle). Food waste bins shall have brown lids and are part of a split garbage container. Customers shall make every effort to place allowed food scraps in the designated side, free from contaminants.** Houses that can demonstrate safe participation in a community or home composting program may request to be exempted from this requirement if such exemptions are available.

d. The franchise hauler will ensure that all Containers used for collecting recyclable materials and organic materials display the appropriate labelling to enable collectors to clearly differentiate which containers are used for recyclable materials, food waste, green waste, and garbage.

e. Residences which are leased to tenants are to ensure that occupants are knowledgeable of the waste sorting requirements. This includes information on the proper sorting of these waste streams. New tenants are to be given information on the proper sorting of waste streams within 14 days of moving into the residence.

f. Generators will be responsible for ensuring that the contents of the recyclable materials and organic materials containers are not collected for garbage disposal. Generators placing prohibited materials in any of the containers may be subject to a fine upon repeated violations as detailed in the enforcement section of this ordinance. Prohibited materials are defined as any materials which are not designated for that container.

g. Generators not using the franchised hauler for organic and recycling services that also have excessive contamination in these streams will be subject to fines and may be required to subscribe to these services from the approved hauler.

h. The franchised waste hauler servicing the residential customers shall:

- **Offer a green container service, a split gray-brown container service, and a split blue-lidded container service to these customers.**
- Ensure proper labelling is on all containers provided to customers.
- Keep a record of all customers that have opted out of any of the services. This list is to be given to the City annually and upon request.
- Provide a list of all the facilities which the hauler brings the organic waste collected on these routes. This list shall include the amounts and route type for each material hauled.
- Conduct route reviews annually of these customers. During route review, the hauler will inspect each type of service container for prohibited materials. If prohibited materials are found, the hauler shall contact the generator with a notice, report the findings to the City, and re-inspect the generator within 60 days. Route reviews shall have the following minimum audits per material stream:
  - 1 – 1,499 generators: Minimum of 25 samples.
  - 1,500 – 3,999 generators: Minimum of 30 samples.
  - 4,000 – 6,999 generators: Minimum of 35 samples.
  - 7,000 or more generators: Minimum of 40 samples.

i. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.
- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris. Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.
- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.050 Commercial Generators**

A "commercial business" or a "commercial generator" are firms, partnerships, proprietorships, joint-stock company, corporation or association whether for-profit or nonprofit, strip malls, or industrial facilities.

Each Commercial Generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance.

Each Commercial Generator shall:

- a. Ensure the segregation of recyclable materials and organic materials from garbage by placing each type of material in a separate designated container and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic wastes.
- b. Food waste is to be collected in brown-lidded containers, is collected by the franchised hauler and taken to a facility that recovers food waste.
- c. **Subscribe to a dual-stream recyclables collection program. Split containers for recyclables shall be provided where customers will be asked to place fibers (paper, cardboard etc.) in a sperate container with the dark blue lid, and recyclable containers (glass, plastic and metal) will be placed in the collection container with the light blue lid.** Materials will be delivered to a facility that recovers source-separated recyclables. Some recyclable containers may be further

specified into separate streams, such as cardboard only. Generators are required to appropriately sort recyclable materials into the appropriate recyclable stream. Non-hazardous wastes that are neither recyclable nor recoverable organic waste are to be sorted into the landfill disposal container, indicated by its black or gray lid.

d. The franchised hauler will provide an adequate number and type of labeled containers for recyclable materials and organic wastes and provide adequate access to these containers. This includes, at a minimum, a black or gray-lidded container for trash, a dark blue-lidded receptacle for recyclable fibers, a light blue container for recyclable containers, and a brown-lidded receptacle for food waste. Additionally, if it is identified that a generator requires a container for green/yard waste they will be provided a green-lidded receptacle for green waste.

e. Generators shall place organic waste diversion bins (brown-lidded or green-lidded) and recycling bins (blue-lidded) wherever trash bins are located. Restrooms are exempt from this requirement.

f. The franchise hauler and City of Sunnyvale shall post and maintain signs containing information and instructions on the proper segregation of recyclable materials and organic materials in areas where containers are located. This includes imagery and language indicating which materials belong in that bin, and which materials are prohibited.

g. Generators shall ensure that all receptacles used for collecting and storing recyclable materials, food waste, and garbage are affixed with signs or labels that display the appropriate information to enable users to clearly differentiate which containers are used for which material to minimize contamination. Signage shall be provided by the City of Sunnyvale and the franchise hauler. They Generator may use its own signage, provided the instructions match approved City of Sunnyvale signage.

h. Generators shall provide adequate instructions to employees, contractors, and volunteers of the requirements of this Ordinance, including the requirement and procedures to ensure the segregation of recyclable materials and food waste from garbage.

i. To the greatest extent possible, businesses shall recover edible food that would otherwise be wasted. These businesses shall have a written agreement with a food recovery agency to recover the food. Such an agreement may allow for the business to self-haul the rescued food to the food recovery agency, or arrange for the food to be collected on site by the food recovery agency. This requirement shall be in place January 1<sup>st</sup> 2022. Businesses not appearing on either lists are exempt from this requirement altogether:

- Supermarkets
- Grocery Stores larger than 10,000 square feet
- Food service provider
- Food distributor
- Wholesale food vendor.

The following businesses are exempt from the requirements of this section until January 1<sup>st</sup> 2024.

- Restaurants with 250 or more seats, or greater than 5,000 square feet in size.

- Hotels with an on-site food facility and more than 200 rooms.
- Health facilities with on-site food facilities that have more than 100 beds.
- State agencies with cafeterias greater than 5,000 square feet or more than 250 seats.
- Education facilities with on-site food facilities.
- Events or venues attended by 2,000 or more

j. Generators are forbidden from intentionally spoiling food to circumvent the edible food requirement.

k. Ensure that instructions or training materials provided to employees, contractors, and volunteers are made available to the City upon request.

l. Ensure that the contents of containers are deposited in the proper container. Generators utilizing the franchised hauler for organic and recycling services may be subject to a fine for placing prohibited materials in any container.

m. Generators not using the franchised hauler for organic and recycling services that have excessive contamination in these streams will be subject to fines and may be additionally required to subscribe to these services from the approved hauler.

n. The franchised waste hauler servicing the commercial customers shall:

- Offer a brown food waste container service, green container service and a blue recycling container service to these customers.
- Ensure proper labelling is on all containers provided to customers.
- Keep a record of all customers that have opted out of any of the services. This list is to be given to the City annually and upon request.
- Provide a list of all the facilities which the hauler brings the organic waste collected on these routes. This list shall include the amounts and route type for each material hauled.
- Conduct route reviews annually of these customers. During route review, the hauler will inspect each type of service container for prohibited materials. If prohibited materials are found, the hauler shall contact the generator with a notice, report the findings to the City, and re-inspect the generator within 60 days. Route reviews shall have the following minimum audits per material stream:
  - 1 – 1,499 generators: Minimum of 25 samples.
  - 1,500 – 3,999 generators: Minimum of 30 samples.
  - 4,000 – 6,999 generators: Minimum of 35 samples.
  - 7,000 or more generators: Minimum of 40 samples.
- Provide food rescue education and outreach information developed by the City to the businesses subject to the food rescue requirement discussed above.

m. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.

- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris. Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.
- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.060 Multi-family Generators**

Multi-family dwelling means any housing unit where two (2) or more dwellings are separated by a common wall, floor or ceiling, including but not limited to apartments, condominiums and townhouses. Each Multi-family Generator shall:

- a. Participate in programs covered by this Ordinance that require Segregating Recyclable Materials from Garbage and depositing them in designated blue-lidded containers. These containers are available from the City's franchised waste hauler and will be taken to a materials recovery facility for processing.
- b. Participate in organic waste diversion programs by separating food waste from garbage and placing it in a designated container. These containers will be identified by brown lids and will be collected for food waste diversion programs by the franchised hauler.
- c. Multi-family complexes that generate green waste shall not place green waste in the trash or recyclables receptacles. Instead green waste is to be placed in designated green waste containers for organic waste recovery if available. Alternatively, green waste can be hauled off site by contractors working as groundskeepers for the Multi-family complex. In this instance, the groundskeepers are required to discard the green waste at a facility that recovers such waste. Multi-family complexes may also utilize on site composting or community garden programs to manage green waste.
- d. Multi-family complexes' recyclables containers, as designated by blue lids, are subject to route reviews to ascertain the level of contamination in these bins. Blue bins contaminated with prohibited materials such as landfill waste or organic waste are subject to a Notice of Violation and ultimately a fine if violations continue. Similarly, it is forbidden to place recoverable



recyclables or organics in black bins. All containers will be labelled with which materials are allowed and which materials are prohibited.

e. Beginning April 2022, Multi-family complexes waste streams are subject to route reviews conducted by the hauler, the City, or an agent thereof to determine compliance with the State's waste and recycling laws.

f. Multi-family residences are to provide new tenants information on the proper sorting and disposal of garbage, recycling, and organic waste to new tenants within 14 days of their occupancy at the complex.

g. The franchised waste hauler servicing the Multi-family residential customers shall:

- Offer a brown-lidded food waste container service, and a blue-lidded recycling container service to these customers.
- Ensure proper labelling is on all containers provided to customers.
- Keep a record of all customers that have opted out of any of the services. This list is to be given to the City annually and upon request.
- Provide a list of all the facilities which the hauler brings the organic waste collected on these routes. This list shall include the amounts and route type for each material hauled.
- Conduct route reviews annually of these customers. During route review, the hauler will inspect each type of service container for prohibited materials. If prohibited materials are found, the hauler shall contact the generator with a notice, report the findings to the City, and re-inspect the generator within 60 days. Route reviews shall have the following minimum audits per material stream:
  - 1 – 1,499 generators: Minimum of 25 samples.
  - 1,500 – 3,999 generators: Minimum of 30 samples.
  - 4,000 – 6,999 generators: Minimum of 35 samples.
  - 7,000 or more generators: Minimum of 40 samples.

h. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.
- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris.

Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.

- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.070 Special Events**

Special Events shall be responsible for ensuring and demonstrating compliance with the requirements of this Ordinance. In addition to other requirements in this ordinance and the Municipal Code, each Special Event shall:

- a. Segregate recyclable Materials and, for Special Events that have more than 2,000 attendees Establishments, Organic Materials from Garbage by placing each type of material in a separate designated Receptacle or Container and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site Segregate Recyclable Materials and, for Food Service Establishments, Organic Materials.
- b. Ensure the Special Event has access to an adequate number and type of containers needed for collecting and storing Recyclable Materials, and, when applicable, Organic Materials generated at and by the Special Event.
- c. Provide or ensure the provision of adequate containers throughout the Special Event location to make the Segregation of Recyclable Materials and Organic Materials convenient for employees, volunteers, contractors, vendors, exhibitors, presenters, visitors, attendees, customers, and other persons on site.
- d. Provide or ensure the provision of an equal or greater number of containers for recyclable materials and, when applicable, organic materials as are in place for garbage. Individual containers for Recyclable materials, organic materials, and garbage shall be placed as close together as possible throughout the Special Event location in order to provide equally convenient access to Receptacles for Recyclable materials and organic materials as to containers for garbage.
- e. Ensure that all Receptacles used for Segregating and storing Recyclable Materials, Organic Materials, and Garbage are affixed with signs or labels that display the appropriate information to enable users to accurately Segregate Solid Waste and to clearly differentiate which Receptacles are used for Recyclable Materials, Organic Materials, and Garbage, to minimize the Contamination of material placed in Receptacles.
- f. Require food vendors and Food Service Establishments to have at least one separate Receptacle each for Recyclable Materials, Organic Materials, and Garbage for use by employees, contractors, custodians, customers, visitors, and other persons on site.

g. Distribute Ordinance requirements and appropriate informational materials to all vendors, exhibitors, and other Commercial Generators during event planning and set up.

h. Ensure that the contents of the containers for recyclable materials and organic materials are not delivered to garbage containers unless they include unacceptable levels of Contamination.

i. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.
- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris. Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.
- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.080 Provisions for Self-haulers**

Nothing in this Ordinance shall preclude any person, Solid Waste Customer, Commercial Generator, Multi-family Generator, or Special Event from Self Hauling Recyclable Materials or Organic Materials generated by that entity to a Recycling or Organics Processing facility.

Self-haulers shall:

a. Deliver source separated streams of material, i.e. green waste, recyclables, and food waste only to facilities that accept these source separated wastes for recovery. It is forbidden to haul these materials to a disposal facility.

b. Provide proof of compliance with this Ordinance, upon request by the City; proof includes but is not limited to a receipt from a Recycling or Organics Processing facility that clearly identifies the type and quantity of material delivered. These records are to be shared annually with the City.

c. Debris boxes and large waste containers serviced by a private contractor are subject to the same diversion requirements as the source separated containers provided by the franchised hauler. Debris boxes must be free of recoverable organics and recyclables if taken to a disposal facility.

#### **X.XX.090 Solid Waste Collectors**

Recycling and Organic Materials Collectors, who are not the franchise hauler for the City, shall obtain and maintain a business registration with the City. They are required to meet the following requirements per this ordinance:

- a. Solid Waste Collectors shall keep separate recyclable materials, and organic materials that have been segregated into separate containers by generators.
- b. Solid Waste Collectors shall ensure that segregated recyclable materials are delivered to a recycling facility and that segregated organic materials are delivered to an organics processing facility, except if container that has unacceptable levels of contamination. Overly contaminated containers may be delivered for garbage disposal if the solid waste collector notifies the City of the occurrence; the date of the occurrence; and the account name, primary contact, phone number, billing address, and service address for the solid waste customer at which the container is located.
- c. Within five (5) days of request by the City, Solid Waste Collectors shall provide progress reports providing the following information, at a minimum:
  - i. Total number of Customers to whom the Solid Waste Collector currently provides Garbage, Recyclable Materials, and Organic Materials Collection service within the City's boundaries;
  - ii. For each Solid Waste Customer, the account name, identifying number, primary contact, phone number, billing address, and service address;
  - iii. Information on the type of Collection service provided, such as Garbage, Recyclable Materials, or Organic Materials services;
  - iv. The weekly volume and type of Collection service provided, including the number, type, and size of Containers serviced and the days of service for each Container;
  - v. Name and location of the Solid Waste Facilities where materials are delivered for processing;
  - vi. List of accounts not in compliance with this Ordinance, including whether they are excluded or exempt.

#### **X.XX.100. Buildings**

This ordinance, in keeping with statewide laws, has requirements for the construction of all new buildings effective January 1, 2022. Buildings that begin construction after January 1, 2022 are required to meet the following criteria.

a. Buildings must meet the following provisions of the California Green Building Standards Code, California Code of Regulations Title 24, Part 11 as amended July 1, 2019 and effective January 1, 2020:

- Section 4.410.2 Recycling by Occupants Residential and Section 5.410.1 Recycling by Occupants Non-residential.
- For organic waste commingled with construction and demolition debris, Section 4.408.1 Construction Waste Management Residential and Section 5.408.1 Construction Waste Management non-residential.

b. Buildings shall meet the requirements of Section 492.6(a)(3) (B), (C), (D), and (G) of the Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations as amended September 15, 2015.

c. Buildings whose design relies on waste chutes shall provide, at a minimum, separate chutes for each waste type: organic, recyclables, and garbage.

#### X.XX.110. Exemptions

[This section is designed to provide exemptions to businesses that do not need to comply with this regulation]

#### X.XX.120. Waivers

a. Types of Waivers: Solid Waste Customers, Commercial Generators, and Special Events may be waived of all, or some, of the requirements of this Ordinance if the City determines that any of the following waiver types apply.

- Physical Space Waiver: The generator may meet the requirements under the "Physical Space Waiver" because it is determined by the City that there is inadequate space required to safely store containers for Recyclable Materials and/or Organic Materials on site and that it is infeasible for the Solid Waste Customer to share Recyclable Materials or Organic Materials Containers with adjacent Commercial Facilities or Multi-family Dwellings. Under a physical space waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.
- De Minimis Waiver: If the generator's total solid waste collection services is 2 cubic yards or more per week, where the organic waste subject to recycling or organics collection is less than 20 gallons per week per container, they may be eligible for a de minimis waiver. Additionally, a generator may also apply for a de minimis waiver if they generate less than two cubic yards per week *and* produces less than 10 gallons of the divertible waste per week. Generators may seek waivers for both recyclable blue-bin waste and brown-bin waste if the generator if they meet these requirements. Under a de minimis waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.
- Logistics Waiver: The City will work with businesses and property owners to find opportunities and workable solutions for the diversion of organic waste and recyclables. If all workable options have been exhausted without a viable solution, then the business or property may apply for a logistics waiver. Under such a waiver,

the unseparated waste would undergo material recovery processing to recover recyclables and organics. The City may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this ordinance if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, engineer, or similarly qualified source demonstrating that its premises lack adequate space for separating any of the organic waste containers.

- Other: Compliance with this Ordinance will result in violating City zoning or other regulations. Under an "other" waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.

b. Waiver Process: The following steps are to be completed prior to the issuance of a City waiver to exempt a customer from subscribing to any otherwise required diversion service.

- Step One: The Solid Waste Customer, Commercial Generator, Franchise Hauler or Special Event shall petition the City with a written request for an exemption documenting the circumstances of a claimed exemption.
- Step Two: The City may visit the Solid Waste Customer's, Commercial Generator's, or Special Event's site; examine the containers for Garbage, Recyclable Materials, or Organic Materials; or take other actions to verify the circumstances identified in the petition. The Solid Waste Customer, Commercial Generator, or Special Event requesting an exemption shall not be granted an exemption from the requirements of this Ordinance if the City determines that (i) Recyclable Materials or Organic Materials are generated on site, (ii) it is feasible to place Containers and Receptacles for Recyclable Materials and, as necessary, for Organic Materials to be placed on site, and (iii) it is feasible for to share Recycling Containers with an adjacent Commercial Facility, or Multi-family Dwelling.
- Step Three: The City issues a waiver if it is deemed permissible under the above requirements. The City may impose an administrative fee on petitioning entities to cover the costs of processing such petitions.
- Step Four: The Solid Waste Customer, Commercial Generator, or Special Event that is granted an exemption from the requirements of this Ordinance is to submit a renewal of its petition for an exemption every two years from the date the exemption was granted by the City.

c. Physical Space Waiver Criteria: Waivers obtained under the physical space justification, at least one of the following criteria must be met to receive a waiver:

- The building operates using waste chutes, does not have adequate chutes for source-separated wastes, *AND* the building was designed and approved for building prior to this ordinance.
- The building does not have any other means to adequately sperate food scraps through the use of janitorial, or other staff, from the solid waste stream.

### **X.XX.130 City Authority**

The City or its designee is authorized to administer and enforce the provisions of this Ordinance. To the extent permitted by law, the City or its designee may inspect any collection container at a Commercial Facility, Multi-family Dwelling, or Special Event and any Solid Waste Collector's load for garbage,



recyclable materials, or organic Materials. To the extent permitted by law, the City or its designee may also inspect the premises of any Commercial Facility, residence, Multi-family Dwelling, or Special Event to determine compliance with the provisions of this Ordinance.

#### **X.XX.140 Administrative Appeal**

Unless otherwise expressly provided by the City Municipal Code, any person adversely and directly affected by any determination made or action taken by the City pursuant to the provisions of this Ordinance may file an administrative appeal with the City Clerk. If no appeal is filed within ten (10) days under the municipal code City administrative appeal procedures at Section 1.25 of the Municipal Code, the determination of the City shall be final.

#### **X.XX.150 Enforcement Goals**

The City shall enforce this Ordinance with the goal of maximizing the amount of recyclable materials and organic materials are both properly segregated at the point of generation and ensuring the segregated materials are correctly collected and delivered to recycling and organics processing facilities.

The City or its designee shall conduct the following activities to enforce this ordinance:

- a. Provide details on the requirements of this Ordinance to affected Solid Waste Customers, Commercial Generators, Multi-family Generators, and Special Events;
- b. Develop and disseminate public education and promotional materials relating to the importance of Recycling and Organics Processing and the availability of Recycling and Organics Processing opportunities available to Solid Waste Customers, Commercial Generators, Multi-family Generators, and Special Events;
- c. Provide technical assistance and training to Solid Waste Customers, Commercial Generators, Multi-family Generators, and Special Events to increase recycling;
- d. Enforce provisions of the Franchise Agreement for Collection of Recyclable Materials, Organic Materials, and Garbage with the Franchisee to stimulate demand for Recyclable Materials and Organic Materials collection service.

#### **X.XX.160 Enforcement for Contamination**

Enforcement of this Ordinance regarding contamination in containers for Garbage, Recyclable Materials, and Organic Materials shall be carried out by the City or its designee in a three-step process, as follows:

- a. Step One — Issuance of a Notice of Violation: If the City, its designee, or its franchised hauler observes prohibited material in any of the containers set out by the generator, they will issue a Notice of Violation within **60 days** of the observation. This notice will include the name of the violating entity, a date and description of the nature of the violation, information on the correct course of action, the regulatory section number violated, the date by which compliance must be achieved, and the penalty for not achieving compliance by that date. The compliance-by date shall be within **90 days** of the Notice of Violation.

b. Step Two —Follow up to Notice: The City or its designee will conduct a follow up inspection within 90 days of the issuance of the Notice of Violation. If the generator continues to violate, the generator is subject to the following penalties.

- For a first violation, the penalty shall be a fine of no less than \$50 and no more than \$100.

c. Step Three – Continued Monitoring: After the issuance of the first penalty, the City or its agent will continue to inspect the generator for compliance at least every 90 days. This will occur until the compliance is achieved. Failure to resolve the violation will result in subsequent penalties to the generator as follows:

- For a second violation, the penalty shall be a fine of no less than \$100 and no more than \$200.
- For the third violation and each subsequent violation, the penalty shall be a fine of no less than \$250 and no more than \$500. If the third violation occurs in a recycling or organics recycling bin not serviced by the franchised hauler, the container may be impounded by the franchised hauler.

#### **X.XX.170 Enforcement for Other Violations**

Enforcement of this Ordinance regarding violations of this Ordinance by Solid Waste Customers, Commercial Generators, or Special Events, excluding Contamination in Containers for Garbage, Recyclable Materials, and Organic Materials, shall be carried out by the City. These violations could result from failure to subscribe to the required level of service, failure to participate in food rescue program, self-hauling organic waste to a disposal facility, or any other violation of this ordinance. The penalty process for such violations are as follows:

a. Step One — Issuance of a Notice of Violation. Should the City determine that a residential generator, a commercial generator, or a Special Event or venue has violated any requirement of this ordinance that generator is subject to penalties. Upon initial violation of this ordinance, the City is to provide a written Notice of Violation within **60 days** to the generator. This notice will include the name of the violating entity, a date and description of the nature of the violation, information on the correct course of action, the regulatory section number violated, the date by which compliance must be achieved, and the penalty for not achieving compliance by that date. The compliance-by date shall be within **90 days** of the Notice of Violation.

b. Step Two —Follow up to Notice: The City or its designee will conduct a follow up inspection within 90 days of the issuance of the Notice of Violation. If the generator continues to violate, the generator is subject to the following penalties.

- For a first violation, the penalty shall be a fine of no less than \$50 and no more than \$100.

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- For a second violation, the penalty shall be a fine of no less than \$100 and no more than \$200.
- For the third violation and each subsequent violation, the penalty shall be a fine of no less than \$250 and no more than \$500. If the third violation occurs in a recycling or organics recycling bin not serviced by the franchised hauler, the container may be impounded by the franchised hauler.

#### **X.XX.180 Penalties**

The City may issue administrative fines for violating this Ordinance or any rule or regulation adopted pursuant to this Ordinance, except as otherwise provided in this Ordinance. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Ordinance and any rule or regulation adopted pursuant to this Ordinance.

A Violation Notice shall be issued and served upon the Solid Waste Collector, Solid Waste Customer, Commercial Generator, or Special Event for violations of this Ordinance. For violations for which a Violation Notice is served, public nuisance proceedings and/or code enforcement proceedings under the City's Code shall apply, in addition to the administrative penalties approved by resolution of the City governing body, as modified from time to time.

All administrative civil penalties collected from actions brought pursuant to this Ordinance shall be paid to the City and shall be deposited into a special account (or Solid Waste account) that is available to fund activities to implement the applicable provisions of this Ordinance.

The City Attorney may seek injunctive relief or civil penalties in the Superior Court in addition to the above remedies and penalties.

#### **X.XX.190 Implementation Schedule**

The schedule for enforcement of this Ordinance shall be implemented **January 1<sup>st</sup> 2021**.

#### **X.XX.200 Other Provisions**

a. No Other Powers Affected

This Ordinance does not do any of the following:

- i. Otherwise affect the authority of the City, or designee to take any other action authorized by any other provision of law.
- ii. Restrict the power of a city attorney, district attorney, or the Attorney General to bring in the name of the people of California, any criminal proceeding otherwise authorized by law.
- iii. Prevent the City or designee from cooperating with, or participating in, a proceeding.
- iv. Affect in any way existing contractual arrangements including franchises, permits, or licenses previously granted or entered into between the Solid Waste Collectors and City.

b. Cumulative Remedies

Any remedy provided under this Ordinance is cumulative to any other remedy provided in equity or at law. Nothing in this Ordinance shall be deemed to limit the right of the City or its Solid Waste Operators to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the City or its Solid Waste Operators. The fees and penalties imposed under this article shall constitute a civil debt and liability owing to the City from the persons, firms, or corporations using or chargeable for such services and shall be collectible in the manner provided by law.

c. Liability

Nothing in this article shall be deemed to impose any liability upon the City or upon any of its officers or employees including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

**X.XX.210 Disclaimer of Liability**

The degree of protection required by this Ordinance is considered to be reasonable for regulatory purposes. The standards set forth in this Ordinance are minimal standards and do not imply that compliance will ensure safe handling of Recyclable Materials, Organic Materials, or Garbage. This Ordinance shall not create liability on the part of the City, or any of its officers or employees, for any damages that result from reliance on this Ordinance or any administrative decision lawfully made in accordance with this Ordinance. All persons handling Solid Waste within the boundaries of the City should be and are advised to conduct their own inquiry as to the handling of such materials. In undertaking the implementation of this Ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officer and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

**X.XX.220 Duties Discretionary**

Subject to the limitations of due process and applicable requirements of State or federal laws, and notwithstanding any other provisions of this Ordinance, whenever the words "shall" or "must" are used in establishing a responsibility or duty of the City, its elected or appointed officers, employees or agents, it is the legislative intent that such words establish a discretionary responsibility or duty requiring the exercise of judgment and discretion.

**X.XX.230 Severability**

If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance. City hereby declares that it would have passed this Ordinance and adopted this article and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 3: Chapter X.XX– SOLID WASTE - DEFINITIONS is amended in the municipal code as follows:

**Chapter X.XX**

## SOLID WASTE

### X.XX.030 Definitions

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section, unless from the context a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

"Animal Waste" means manure, fertilizer or any form of solid excrement produced by any and all forms of domestic or commercial animals.

"Business" means any person or entity that possesses or is required to possess a business registration certificate.

"Bottles and Jars" means glass and plastic containers, including household and kitchen containers.

"Cardboard" means post-consumer waste paper grade corrugated cardboard (#11) or solid fiber boxes which have served their packaging purposes and are discarded and can later be reclaimed for collection and recovery for recycling.

"City" means the City of Sunnyvale.

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste, Targeted Recyclable Materials, Organic Materials, or other materials within and from City.

"Commercial Facility" means any property used for conducting business, including but not limited to a Food Service Establishment, retail facility, office, manufacturing facility, markets, office buildings, hotels, motels, shopping centers, and theaters; any educational, professional, commercial, governmental, institutional, or industrial establishment or facility of any nature whatsoever, except residential, where there is a generation of Solid Waste, including but not limited to non-residential sites used by charitable or non-profit organizations; properties and sites used for Special Events; or other non-residential properties located within the boundaries of the Agency.

"Commercial Generator" means any legal entity, except a Special Event, that generates Solid Waste at a Commercial Facility, who may include Businesses; charitable or non-profit organizations, including hospitals, educational institutions, and civic or religious organizations; governmental organizations, agencies, or entities; and non-residential tenants or entities that lease or occupy space. Commercial Generator also includes the Agency and its facilities and non-residential properties.

"Composting" means the controlled biological decomposition of organic wastes that are source separated from the solid waste stream. Such organic wastes include vegetable, animal, yard and wood wastes which are not hazardous wastes.

"Construction and Demolition Debris" and "C&D" means materials resulting from construction, renovation, remodeling, repair, or demolition operations on any Residential, Commercial or other structure or pavement.

"Construction Waste" means tile rubble resulting from construction, remodeling, repair and demolition activities on housing, commercial or governmental buildings and any other structure and pavement.

"Container" means any bin used to store Garbage, Recyclable Materials, or Organic Materials and from which Solid Waste Collectors collect these materials. Containers include, but are not limited to, metal or plastic cans, carts, bins, and drop boxes.

"Contamination" means (i) all materials other than those defined as Recyclable Materials that were placed in a Container designated for Recyclable Materials or were Collected by a Solid Waste Collector with Recyclable Materials; (ii) all materials other than those defined as Organic Materials that were placed in a Container designated for Organic Materials or were Collected by Solid Waste Collector with Organic Materials; or (iii) Recyclable Materials, and Organic Materials in the case of a Food Service Establishment, that were placed in a Container designated for Garbage or were Collected by a Solid Waste Collector with Garbage .

"Discarded Material" means Solid Waste, Targeted Recyclable Materials, and Organic Materials placed by a Generator in a Container and/or at a location that is designated for Collection pursuant to the Agency's Municipal Code. Discarded Material shall become the property of Contractor pursuant to California Public Resources Code Section 41950 until delivery to the Designated Transfer and Processing Facility.

"Disposal" means the ultimate disposition of Solid Waste Collected by Contractor at a Disposal Site.

"Food Service Establishment" means any and all restaurants, sales outlets, stores, shops, manufacturers, processors, vehicles or other places of business located or operating within the Agency that function primarily to sell, manufacture, process, or distribute foods or beverages to consumers or other businesses.

"Franchisee" means any solid waste collector authorized by the City Council pursuant to the procedures established in this chapter.

"Garbage" means material that is designated for Collection by the Solid Waste Collector and does not include Recyclable Materials or, in the case of Food Service Establishments, Organic Materials. The term Garbage does not include hazardous waste, as defined in California Health and Safety Code Sections 25117 and 25141.

"Garbage Disposal" means the final disposition of Garbage onto land, including at a permitted landfill, or into the atmosphere, including through incineration. Garbage Disposal does not include Recycling or Organics Processing.

"Multi-Family Dwelling" means a residential structure with five or more residences.

"Multi-Family Generator" means tenants, residents, other occupants, and custodians or janitors of Multi-family Dwellings.

"Noncombustible Rubbish" means ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flames of ordinary temperature.

"Organic Materials" means biodegradable materials that can be Segregated from Garbage and Recyclable Materials for the purpose of Composting, anaerobic digestion, or processing with other Organics Processing methods. Organic Materials include any materials identified by the Agency that can



be feasibly collected and marketed for Organics Processing, including but not limited to yard waste, plant trimmings, food scraps, and paper and paper products that can be Composted but not Recycled.

“Organic Materials Collector” means any person or persons, firm, partnership, joint venture, association or corporation engaged in the Collection or transportation of Organic Materials generated in the City.

“Organics Processing” means the composting, anaerobic digestion, or other beneficial use, as defined by the City, of Organic Materials.

“Owner” means the Person holding legal title to the real property constituting the Premises to which Solid Waste, Targeted Recyclable Materials, and/or Organic Materials Collection service is provided.

“Occupant” means a Person who occupies a Premise.

“Premise” means any land or building where Solid Waste, Recyclable Materials, or Organic Materials is generated or accumulated.

“Person” means any individual, firm, corporation, association, or group or any combination thereof acting as a unit.

“Place of Business” means any hotel, motel, trailer court, restaurant, cafeteria, market, hospital or any educational, professional, commercial or industrial establishment of any nature whatsoever where there is a generation of solid waste.

“Receptacle” means a bin used for the temporary collection and storage of Solid Waste, whose contents are periodically transferred to a larger Container from which a Solid Waste Collector directly Collects the Solid Waste.

“Recycling Collector” means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and transportation Recyclable Materials generated in the City.

“Recyclable Materials” or “Recyclable” means materials that can be Segregated from Garbage and Organic Materials prior to Collection for the purpose of reusing or returning these materials in the form of raw materials for new, used, or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recyclable Materials include any materials identified by the Agency that can be feasibly collected and marketed for Recycling by the City’s Franchisee, including, but not limited to, paper and paper products, chipboard, cardboard, plastic food and beverage containers, and glass jars and bottles, aluminum, tin and bi-metal cans.

“Recycle” or “Recycling” means the process of collecting, sorting, cleaning, treating, and reconstituting materials that would otherwise be disposed by Garbage Disposal and then returning these materials for use or reuse in the form of raw materials for new, used, or reconstituted products which meet the quality standard necessary to be used in the market place as defined in Public Resources Code 40180. Recycling does not include burning, incinerating, or thermally destroying Solid Waste, as defined in Public Resources Code Section 40201. The City shall specify additional materials covered under the Ordinance at its discretion.

“Recycling Operator” means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of recyclable materials.

“Self Haul” means to transport one’s own Recyclable Materials to a Recycling facility or Organic Materials to an Organics Processing facility by using a vehicle owned by the transporting entity rather than using the hauling services of a Solid Waste Collector.

“Self Hauler” means a Solid Waste Customer, Commercial Generator, Multi-family Generator, or Special Event that transports its own Recyclable Materials to a Recycling facility or Organic Materials to an Organics Processing facility by using a vehicle owned by that transporting entity rather than using the hauling services of a Solid Waste Collector.

“Special Event” means a community, public, commercial, recreational, or any other large event.

“Solid Waste” means all putrescible and nonputrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes and other discarded solid and semi-solid wastes. “Solid waste” does not include hazardous waste as defined in Section 40141 of the Public Resources Code.

“Solid Waste Customer” means the legal entity responsible for managing Solid Waste at a Commercial Facility or Multi-family Dwelling, including subscribing to Solid Waste Collection services with a Solid Waste Collector or Self Hauling Solid Waste, or the entity to whom the Solid Waste Collector submits billing invoices for Collection from a Commercial Facility or Multi-family Dwelling.

“Solid Waste Collector” means any person or persons, firm, partnership, joint venture, association, or corporation engaged in the Collection or transportation, Disposal, Garbage Disposal, Recycling, or Organic Processing of Solid Waste generated within all or part of the jurisdictional boundaries of Agency, including Franchisees, Recycling Collectors, and Organic Materials Collectors.

“Solid Waste Disposal” includes the collecting, transporting and disposal of solid waste generated within the City.

“Solid Waste Facility” means any recycling center, materials recovery facility, intermediate processing center, incineration facility or landfill where solid waste may be taken for immediate processing or final disposal. “Solid waste facility” includes a solid waste transfer or processing station and a composting, transformation or disposal facility.

“Segregate” means any of the following: the placement of Recyclable Materials, Organic Materials, and Garbage each in separate and designated Containers; the binding of Recyclable Materials separately from other waste material; the physical separation from each other of Recyclable Materials, Organic Materials, and Garbage.

“Wood Wastes” means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure-treated wood.

“Yard Wastes” means leaves, grass, weeds and wood materials from trees and shrubs. (Ord.

1238 § 1 (part), 1998)

Section 4: The City Clerk is hereby directed to publish this ordinance, or the title hereof as a summary, pursuant to state statute.

Section 5: This ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage.

INTRODUCED on the XXth day of XXXXXX 2020.

PASSED AND ADOPTED as an Ordinance of the City of Sunnyvale at a regular meeting thereof held on the XXth day of XXXXX 20XX by the following vote:

AYES, COUNCIL MEMBERS: \_\_\_\_\_

NOES, COUNCIL MEMBERS: \_\_\_\_\_

ABSENT, COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_

MAYOR of the City of Sunnyvale

ATTEST: \_\_\_\_\_

CITY CLERK of the City of Sunnyvale

**INDIVIDUAL CUSTOMER INFORMATION REMOVED FOR  
CONFIDENTIALITY.**

# Attachment D



# SB 1383 Regulations - Article 12 - Procurement of Recovered Organic Waste Products



## City of Sunnyvale RFP Review Meeting - February 2020

CalRecycle will be providing the annual recovered organic waste product procurement for each jurisdiction on or before January 1, 2022 and thereafter, which shall be calculated by multiplying the per capita procurement target of 0.08 tons per resident which may be achieved directly or via a franchise.

products below to implement the circular economy locally, and on a statewide basis would create huge markets for a population of 44 million people by 2025. A balanced procurement portfolio would fuel 2,000 trucks, produce 87 MW and amend 100,000 acres of parklands.

Section 18993.1(e) A jurisdiction shall comply with one or both of the following:

- (1) Directly procuring recovered organic waste products for use or giveaway.
- (2) Requiring, through a written contract or agreement, that a direct service provider to the jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the jurisdiction.

Section 18993.2 (a) A jurisdiction shall include all documents supporting its compliance, including, but not limited to, the following:

- (1) A description of how the jurisdiction will comply with the requirements
- (2) The name, physical location, and contact information of the each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and, if applicable, where the product was applied.
- (3) All invoices or similar records evidencing all procurement.; and
- (4) If a jurisdiction will include procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements mandate, the jurisdiction shall include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the jurisdiction, such as invoices or similar records evidencing procurement.

**Compost Use**  
1 ton waste = 0.58 tons of compost

Up to  
**7,218**  
tons

**Mulch Use**  
1 ton waste = 1 ton of mulch

Up to  
**12,445**  
tons

**Bioenergy**  
1 ton waste = 650 kW-hrs of renewable energy

Up to  
**8,089**  
mWh

**Renewable Natural Gas**  
1 ton waste = 21 diesel gallon equivalents (dge)

Up to  
**261,354**  
DGE



# City of Sunnyvale

Calculation of Procurement Requirement			
	Amount	Units	Source
Population of Most Recent Year	155,567	People	Department of Finance
Compost Equivalent Procurement	0.08	Tons/Person/Year	SB 1383 ( Section 18993.1)
Organic Waste Procurement Target	12,445	Tons/Year	SB 1383 ( Section 18993.1)

Equivalencies - (18993.1)(g)			
Procurement	Ratio	Amount	Units
Diesel Gallon Equivalents - RNG	21	261,353	Diesel Gallon Equivalents (DGE)
kWh RNG electricity	242	3,011,777	Kilowatt-Hours
Heating Derived from Renewable Gas	22	273,798	therms
650 kWh biomass conversion	650	8,089,484	Kilowatt-Hours
0.58 tons of compost	0.58	7,218	tons
1 ton of mulch	1	12,445	tons

**Compost**

7,218 tons

---

Application at least 10 tons at a half inch deep.

---

Acres Treated:  
722

**Mulch**

12,445 tons

---

Application at 100 tons per acre at two inches deep.

---

Acres Treated:  
124

**Bioenergy**

8,089 mWh

---

680 Households powered per year.

---

Houses Powered:  
11,896

**RNG**

261,353 DGE

---

13,000 DGE per Year Per Truck.

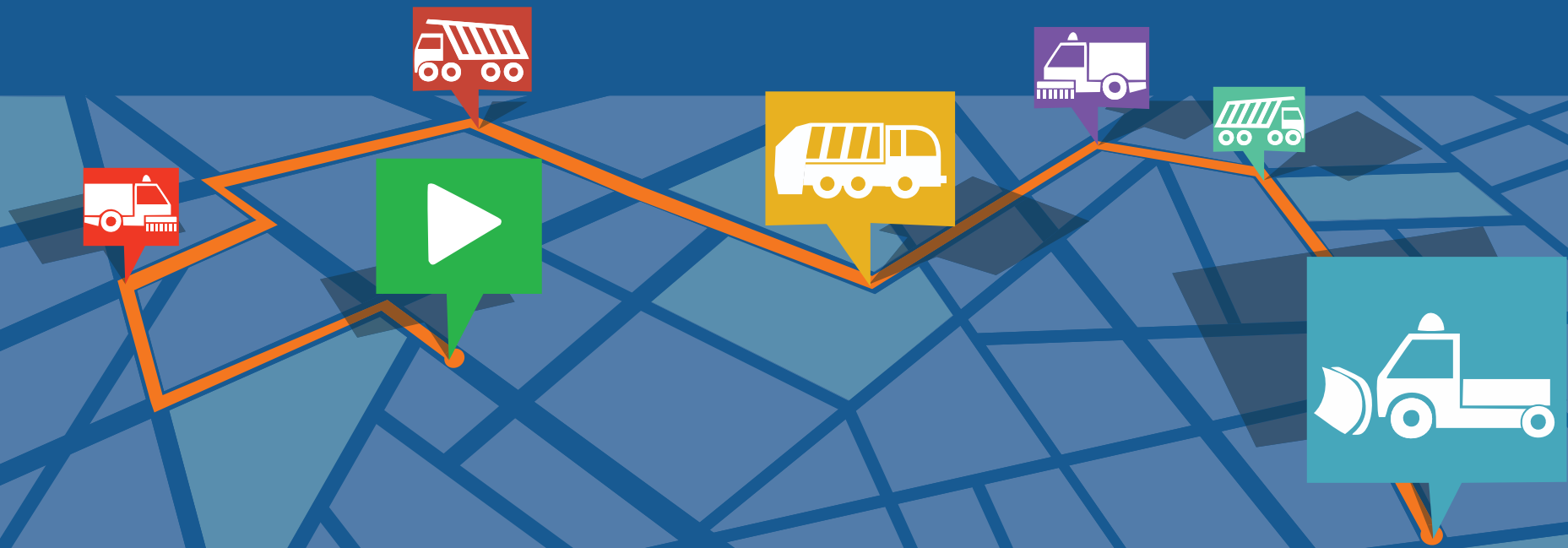
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Trucks Fueled:  
20

# Attachment E

# Route Optimization Procurement for the Public Works Industry

## A Step-by-Step Guide for Assembling an Effective RFP






## About this guide...

Nearly every public works process can be enhanced by using geographic information. This is why more and more municipalities are looking to route optimization to visualize their data to improve the effectiveness of field operations.

When assembling a Request for Proposal (RFP) for procurement of a routing solution, it is critical to know what to look for.

To issue an effective RFP that returns comprehensive proposals, you need to invest time, thorough research and measurement of all available routing solutions to ensure the right one is selected.



This step-by-step guide is designed to help you through the decision-making process as you look for ways to improve your waste collection routes and operational effectiveness.

# #1 Determine what you want to do...

What types of routing tasks do I need to manage?

- Residential waste collection
- Commercial waste collection
- Recycling
- Bulky waste collection
- Winter maintenance
- Street sweeping
- Work and service orders

#2

## Identify what is needed to write a better RFP...

### How does route optimization fit into my organization?

Know which capabilities are needed and prioritize them. Then, research the possible solutions before creating your RFP. Write separate RFPs for any technology that is not typically part of a vendor's solution. Once you know more about what is available, you can begin to tighten the scope of the RFP; this will yield the most competitive bid for your project.

Identify your most pressing issues:

- Creating better balanced routes in large residential areas
- Balancing commercial service of varying frequencies and patterns
- Minimizing travel distance
- Accounting for safety issues, like same-side service and minimizing U-turns
- Integration with billing and other systems

WHAT SOLUTIONS EXIST AND HOW DO THEY WORK TOGETHER?

ROUTE PLANNING

BILLING AND CUSTOMER SERVICE

VEHICLE TELEMATICS FOR TRACKING AND DRIVER BEHAVIOR

RFID TECHNOLOGY



#3

## Determine the results you want to achieve...

### Where will route optimization offer improvement?

Measuring the results achieved by route improvement is critical to your success, particularly in the early stages of implementation and investment. To help you decide which solution(s) to choose in order to meet your goals, review your most important Key Performance Indicators (KPIs), such as:

- Reducing travel distances
- Lowering total work hours
- Minimizing overtime
- Balancing employee workloads
- Measuring and reducing CO2 emissions
- Eliminating service days
- Increasing vehicle utilization
- Improving service levels
- Improving service levels

#4

## Unbundle your RFP...

### How do I determine my RFP strategy?

- Don't try to streamline the RFP by bundling too many solutions under one request
  - This may backfire when the RFP requests that vendors pool together to offer a solution that does not exist
- Beware of ending up with a cobbled-together patchwork of potentially incompatible solutions which could result in:
  - Significant implementation effort
  - Cost overruns and a higher risk of project failure
  - A “solution” that may never be fully functional
- Remember the broader the scope, the riskier the project
  - You need to make informed decisions about what actually exists to get exactly what you need



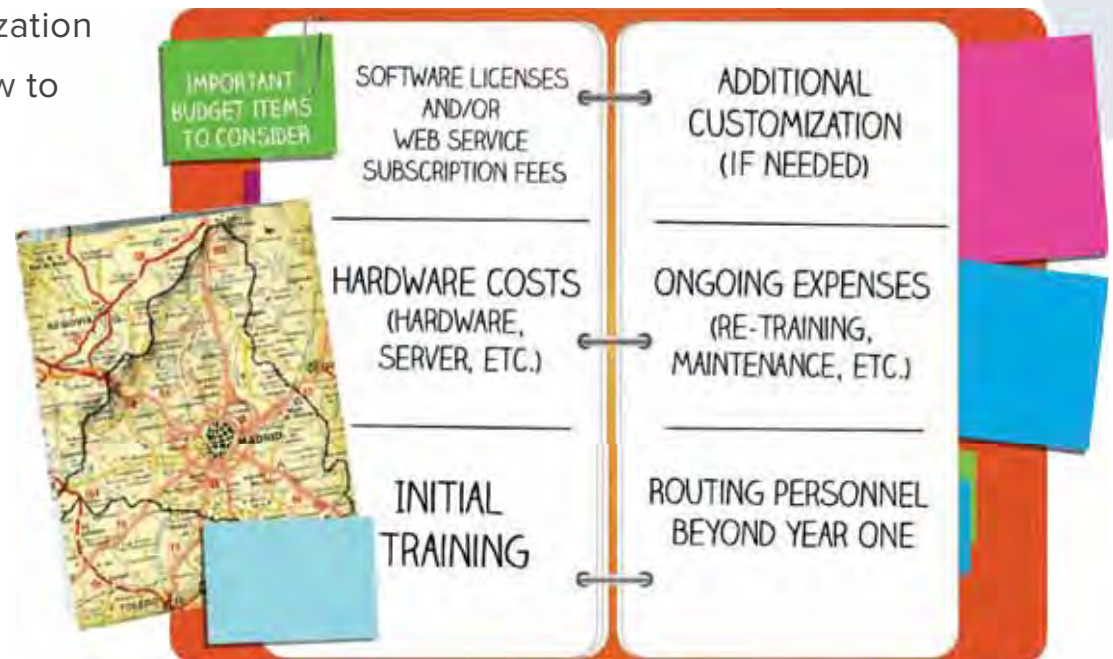
#5

## Define the scope and costs...

### What's the value of my project?

Defining the scope of your project is the first step in determining your project's value and developing a budget.

- Find out how vendors price their solutions
- Interview organizations like yours that have successfully implemented route optimization
  - This will help you determine how to staff your project
- Consider the quality of the solution as well as the cost of the project



#6

## Align all your departments...

Is my organization ready for route optimization?

- We are committed to better routing processes
- We have full buy-in from all necessary departments
- We are willing to commit time, resources and personnel to route planning and optimization
- We know there is no “easy button” solution
- We want route optimization to become an engrained part of our operations for years to come

Department buy-in is  
the key to success



## **Recognize the commitment that is required...**

### How much time will I need to allot to route improvement?

- Dedicate a team to route improvement
  - This may depend on the size of your organization, your growth rate, the current state of your routes and internal buy-in
- Train your team to become routing professionals
  - Make sure vendors offer a wide range of training options, including on/off-site training, webinars, user conferences, certification programs, etc.
  - Know that education and training are critical for initial and ongoing success
- Commit to continuous route improvement in order to maximize the inherent benefits

#8

## Educate yourself on solution providers...

### How can I get a better understanding of potential vendors before my RFP goes out?

Not all solutions are created equal, and not every solution will be compatible with other components. Everyone may look good to you on paper, but you will get a better understanding of the solutions when you interview industry-leading candidates.

#### Important questions to ask:

- Can we speak to references, especially similar organizations that have been using the solution for more than three years?
- How long have you been in business?
- Does your company develop the solution itself, or are you an authorized partner or reseller?
- Do you provide all components solely and in an integrated package?
- How will you partner with other vendors during the proposal and/or integration stages?
- What is your implementation plan for organizations like ours?
- What are your technical support and product life cycle policies?
- What is the cost of ongoing maintenance and support?



# #9 Investigate procurement options...

## Is an RFP the only way?

The average RFP process may extend six months to one year, so it is worthwhile to investigate all available purchasing avenues for procurement.

Whether you actually need to go through a formal RFP process will depend on the requirements of the project, the scope and the budget. You may want to consider these other options:

- **Sole source** - Choosing a product that is only available from one source or vendor
- **Piggy-backing** - Riding on another agency's contract (provided that all requirements and product deliverables are equal)

Discuss all procurement options with your purchasing department prior to writing and releasing your RFP solicitation.

#10

## Review the proposals...

### What's the best way to evaluate the proposals we receive?

To evaluate the proposals you have received, put together a matrix based on your perceived value for each requirement in the RFP. Remember that price alone is not the only determining factor. And, not every vendor will address every capability requirement.

Review the proposals and break them down according to the matrix, and score the requirements and pricing for each component. Your decision will become more clear as you work through this process.

#### SOME KEY SCORING FACTORS

- OVERALL QUALITY OF THE SOLUTION
- BREADTH OF FUNCTIONALITY
- INTEGRATION CAPABILITIES
- PROJECT MANAGEMENT AND PROJECT IMPLEMENTATION PLAN
- TRAINING AND SUPPORT
- INITIAL COSTS OF SOFTWARE
- RESELLER VERSUS PROPRIETARY
- YEARS IN BUSINESS
- VALUE BASED ON QUALITY REFERENCES



## Summary...

### RFPs can be complex.

To get what you want from your procurement, you must give close consideration to both the short- and long-term objectives you need to achieve.

While you may want to catalog and inventory all possible requirements and "wish list" items for integrated offerings, it is best to avoid taking on more than you can manage. To decrease risk, make sure to understand the practical realities of both your organization and the technologies you are evaluating.

Understanding the capabilities of the available solutions is as important as knowing what you want to achieve from the outset. Defining these priorities ahead of time will help you realize a meaningful return on investment for your organization.

We hope this e-book has been helpful in structuring your procurement process so that you can get more out of your route optimization initiative once a selection has been made.



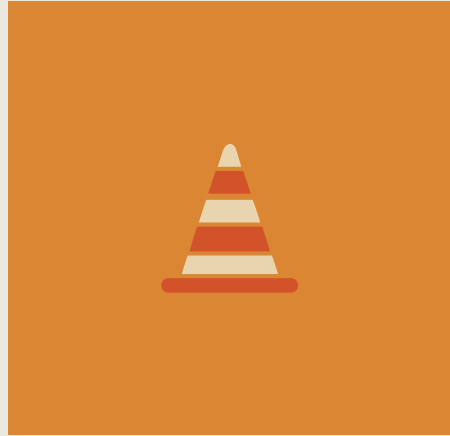
## About RouteSmart...

Since the early 1980s, RouteSmart Technologies has worked with municipal public works agencies around the globe—both small and large—to improve service and reduce operating costs. Clients rely on RouteSmart for ArcGIS®, RouteSmart’s flagship product, for its comprehensive suite of route optimization tools. Routesmart balances workloads and maximizes service order sequencing for high-density residential and lower-density point-to-point route operations.

Hundreds of municipalities and private organizations worldwide work with RouteSmart software to consolidate routes, reduce mileage, eliminate overtime, improve safety and reduce costs to improve bottom-line results.

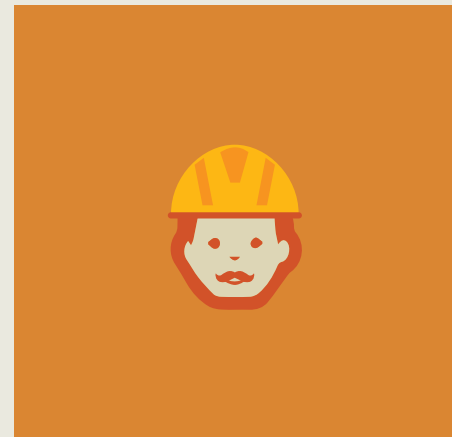


For more information, visit  
[routesmart.com](http://routesmart.com) or contact  
Jessica Cearfoss  
at 800.977.7284 ext. 3100



# Route Optimization Implementation Guide for the Public Works Industry

## Best Practices for Effective Deployment and Long-Term Value





# About this guide

Implementing a route optimization solution in public works operations—from residential waste collection to street sweeping to winter maintenance—is a process that requires training, coordination, and management to maximize your investment.



To achieve success, it is important to manage expectations from the start.

This e-book provides information to assist you in achieving a successful implementation—and maximizing your investment in the long run.



# 1

SET YOUR GOALS:

## Define success and ROI

How will you measure your success? Before starting your project, identify your key performance indicators and how they will be used to determine the value of your route optimization projects.



**Reduction** in number of vehicles



**Increase** in services per hour



**Elimination** of overtime hours



**Increase** in asset utilization



**Reduction** in total travel distances



**Improvements** to customer satisfaction

## 2

## BUILD A SOLID TEAM: Assemble the players

To ensure a successful implementation, understand all of the key participants across various departments.

Specifically, identify the following participants:

**Operations Management:** Who will provide leadership for the route optimization project? Public works directors, managers, and supervisors will be valuable resources.

**Data Analysts:** Who will provide and refine your current address information and routing data?

**Geographic Information System (GIS) Specialists:** Who are the GIS experts in your organization who will provide valuable GIS data related to the project?

**IT Staff:** Who will manage hardware purchases, security issues, and software installation?

**End Users:** Who will use your route optimization software on a regular basis?

**Drivers:** Who will assist with field testing of your optimized routes?



## 3

## TIME FRAME AND EXPECTATIONS: Define the deliverables

### Establish a project schedule.

What is your target date for full implementation? Begin by establishing a project schedule, complete with milestones to achieve along the way. Be sure to allot enough time between milestones.

### Implement multiple route optimization projects.

Plan on establishing a phased rollout. Prioritize based on which projects you anticipate will provide the greatest ROI. Start with one project, such as residential waste collection. Complete one project, then proceed to the next initiative.

JULY  
04



PHASE  
TWO

DEC  
31



## 4

## INTEGRATION:

# Make your systems work together seamlessly

Early in the process, arrange meetings between your IT department and all related vendors—those providing route optimization technology and other third-party groups—to discuss requirements.

At this point, everyone should exchange information about:

**System Requirements:**

- What is the IT infrastructure that you will need to use the technology?
- Does the route optimization solution provide options for on-premises and cloud deployment?

**Data requirements:**

- What are the data requirements for route optimization?
- What are the data relationships between the routing solution and other technology?
- Where will your routing data be stored, and in what format?



## 5

DATA:

## Quality is key

Once you have established data requirements, you must begin collecting the highest-quality data. It is important to thoroughly assess the accuracy and completeness of your data as soon as possible.

Focusing on a data quality program will help you achieve success and maximize returns on your technology investment.

Work with your route optimization technology provider to evaluate the data to ensure it meets the required criteria.



## 6

## DATA:

# Understand what is required



Here are some tips on providing quality data:

**Understand your specific data needs.** The best way to start is to request a data model of required and optional information from your vendor. This improves information sharing between systems.

**Address (geocoding) data.** Assess feedback from your vendor on a geocoding test. This will tell you how easily and accurately your customer base will be pinned on the maps. Things to consider:

- Do you have accurate address information for the locations you service?
- Do you have verifiable XY data to back up the address data?

**Current route information.** Do you know the existing service day, route, and sequence? Is the digital data accurate and up to date? Knowing how you work today will be an important part of benchmarking and updating your routes.

**Street data.** Be sure that the data you will be using to route over the street network allows for accurate route projections. Total travel time and turn-by-turn directions cannot be calculated properly without key information such as:

- Travel speeds by street classes
- Turn restrictions and delays
- Connected intersections
- Overpasses
- One-way travel



## 7

## SCHEDULING:

# Allot adequate training time

Plan to schedule multiple workshop sessions to accommodate your team's schedules.

## When scheduling:

- Allow time (two to three weeks) between each workshop to absorb, review, and practice.
- Schedule training sessions according to the priority of your projects.
- Allow six to eight hours of uninterrupted time each day for each training session.
- During training, ensure that your team will have access to your own data, to work through the specific requirements that exist for your routing projects.



**6-8  
HOURS**

## 8

## KICKOFF MEETING:

# Get started on the right foot

With key players gathered, coordinate and lead a team meeting to cover goals, milestones, and related dates. Agree on the ideal schedule for completion and establish training schedules.

**BASIC TRAINING: Foundation for success**

To achieve the best results from your route optimization project, your vendor should offer a variety of training options to meet your budget and timing needs, including on-site, off-site, one-on-one, and online sessions.

**Basic training topics should include:**

- Data preparation and data validation
- Benchmarking of current operations
- General usage, including map navigation and reporting
- Route planning, including modeling and analysis of multiple scenarios

**ADVANCED TRAINING: Becoming the experts**

Once you have mastered the basics, it's time to gain advanced expertise in your route optimization solution.

**Advanced training can include:**

- Mixed fleet/resource management
- Street sweeping
- Winter maintenance
- Commercial collection
- Automating and improving routing processes
- Advanced reporting

## 9

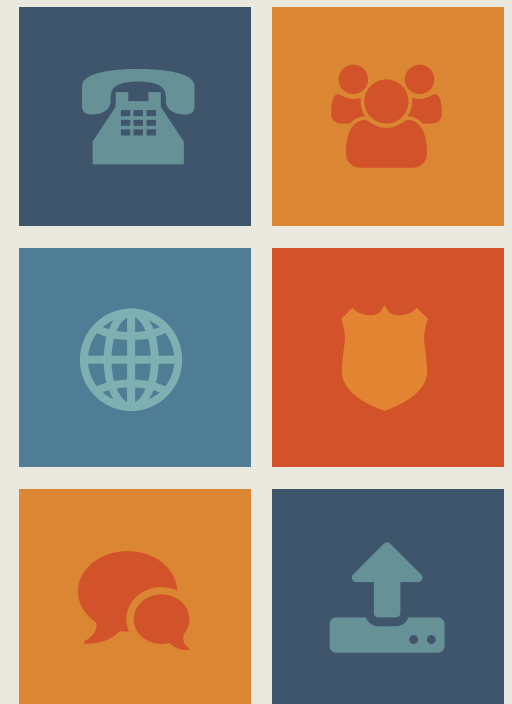
## TECHNICAL SUPPORT:

# Make sure you have the help you need when you need it

Having access to the best support is critical to your success. Prior to implementation, it is important to understand all of the support options that your vendor will be providing.

## Ways in which your vendor can provide assistance include:

- Phone and email support
- Web-based, remote sessions for technical support, consulting, training, process/procedure, and route planning guidance
- Secure, online file uploads



## 10

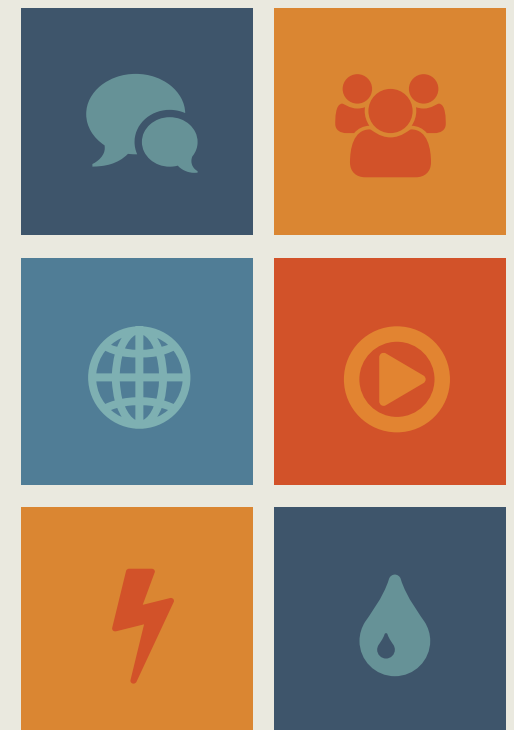
## CONTINUING EDUCATION:

# Keep learning and evolving

The most successful route optimization initiatives are the ones that continue to evolve over time, refining data collection and continuously modeling routes as you gather more insight into specific needs and challenges.

## Does your vendor offer these options?

- Webinars
- Online training videos
- Advanced training courses for additional projects
- Online user community to exchange information with peers



## 11

## CUSTOMIZED TRAINING:

# Learn the skills required for success

No two public works departments are alike, and you can't expect success with a cookie-cutter routing solution.

You should require that your vendor provide customized training courses to:

- Supplement needed skill sets
- Configure the solution to meet more specific needs
- Train new employees
- Leverage your proprietary data



## 12

## PROFESSIONAL SERVICES:

# Get the support needed to ramp up quickly

Using professional services offered by your technology provider can help you model new routing scenarios and get the optimized routes into production much more quickly.

It can be helpful to engage your vendor's professional services offerings to gain consultation about best practices for implementation and success. Consider enlisting an on-site coach to assist your teams in understanding and using the route optimization solution.

If skill sets or time constraints are a challenge, you can enlist your vendor to perform all the route modeling and reporting work using the data you provide.





## 13

## SUMMARY:

## Implementation is a team effort

Orchestrating a successful implementation of your new route optimization solution requires a combination of careful planning around the time required for data gathering and rollout, as well as the involvement of all key participants from the outset of the project.

Before you begin implementation, be sure to understand the capabilities and support your vendor can provide. Once you have buy-in from all stakeholders, be prepared to provide adequate training, both initially and on an ongoing basis.

Finally, don't underestimate the value of your vendor's professional services offerings, which can help to both speed up and simplify the implementation process.

We hope this e-book has provided you with valuable information that you can use to ensure maximum return on investment and successful results from your route optimization solution.

## 14

## About RouteSmart

Since the early 1980s, RouteSmart Technologies has worked with municipal public works agencies around the globe to reduce operating costs and improve service. Clients rely on RouteSmart for ArcGIS® for its comprehensive suite of route optimization tools. RouteSmart balances workloads and maximizes service order sequencing for high-density residential and commercial point-to-point route operations. Municipal agencies also rely on RouteSmart for street sweeping and winter maintenance planning.

Hundreds of municipalities and private organizations worldwide work with RouteSmart software to consolidate routes, reduce mileage, eliminate overtime, improve safety, and reduce costs to improve the bottom line.

For more information, visit [routesmart.com](http://routesmart.com) or contact Jessica Cearfoss at 800.977.7284 ext. 3100.



## MAP-PAK MODULE

View and update routes, vehicles, equipment and stops, all from one mapping screen



Map-Pak works on the Google Map platform, the most powerful web based mapping application. View vehicle location in real time, create Geofences and manually move stops to different routes for efficient visual optimization.

### Standard Features and Benefits

- Visually displays routes in various colors
- Utilizes different Google Maps views (traffic or satellite)
- New streets update automatically, no software to load
- Geo-code directly from the tablet to "pin point" a location
- Route new customers using Map-Pak route assist
- Visually optimize, move, and re-sequence stops on routes
- Display vehicle trail and activities for playback purposes
- Know where your trucks are located in real time
- Create Geofence and receive alerts upon driver entry/exit
- Quickly view all containers/equipment with delivery dates for inventory management

Map-Pak works in conjunction with Mobile-Pak, showing the location of all active mobile devices on the Google Map display. Provide better customer service while reducing drive time and dispatching errors. View driver locations in real time to help make judgment calls for on-call dispatched work. Save time, money, and manage your entire fleet while optimizing scheduled and unscheduled routes.



**SOFT-PAK**<sup>™</sup>  
SOFTWARE SOLUTIONS

[www.soft-pak.com](http://www.soft-pak.com) 888.763.8725 [sales@soft-pak.com](mailto:sales@soft-pak.com)

8525 Gibbs Drive #300 San Diego, California 92123

## MOBILE-PAK MODULE

View route list, update stop activity, and receive dispatched work in real time



Mobile Pak is a tablet based application that extends an electronic route sheet to the driver. Providing operations and customer service with real time visibility to route, driver and stop activity. Provides verification of service, improves fleet and route performance with a cost effective in-cab system.

### Standard Features and Benefits

- Real time GPS tracking on Google Maps
- Scheduled and on call work sent instantly to drivers
- Mapping with street and satellite view
- Picture capabilities for service related issues
- Driver activity is recorded for playback purposes
- Enter weights from on board scales
- Captures service time for each stop
- Geo code for route management and container location
- Enter scale information from disposal/transfer facility
- Capture signatures for customer verification
- Drivers can easily charge for and verify additional services
- (Optional) in cab mount and rugged case for durability

Mobile-Pak comes with a real time dashboard allowing management oversight of all driver and route activity. Easy to deploy, easy to manage and cost effective; Mobile Pak runs on a standard Android tablet and works with most any cellular network.



**SOFT-PAK**<sup>™</sup>  
SOFTWARE SOLUTIONS

[www.soft-pak.com](http://www.soft-pak.com) 888.763.8725 [sales@soft-pak.com](mailto:sales@soft-pak.com)

8525 Gibbs Drive #300 San Diego, California 92123

## SOFT-PAK

# Operational software for waste haulers

CRM, routing, optimization, fleet oversight, scale, and billing



Soft-Pak is a complete operational software solution that is specific to the waste and recycling industry. Waste haulers of any size can utilize an industry specific solution, accessible via the cloud or local server.

### The Soft-Pak Difference

Many software packages offer service, billing or routing functions. Only **Soft-Pak** brings it all together in a single database, providing waste hauler full operational control in an easy to use system.

### Standard Features

- Billing, routing, scales, customer service all in one
- Cloud or server-based
- Specific to the waste industry, all lines of service
- Tokenized credit card processing for reduced merchant rates

### Soft-Pak's Optional Software Modules

- On-board computing, paperless routing for drivers
- GPS tracking of drivers activities in real time
- Mapping of routes, stops and driver locations in real time
- Optimization and re-sequence of routes
- Web portal for clients to request services and make payments
- Automatic email delivery of invoices or statements
- Web-based sales tool that creates electronic sales agreements
- Track preventative maintenance needs per vehicle
- Manage scales – MRF, landfill, transfer stations

### Additional Advantages

**Soft-Pak** allows you to effectively service your clients from a single database. While providing an efficient operational application that ensures accurate billing for every service performed. A complete solution that provides management oversight of all valued assets in the business.

- Annual software upgrades to stay current with industry trends.
- User Conferences for continued education and product input.
- Run on the cloud or via in-house server.
- Professional training by individuals who understand your business.
- Customer Support from individuals who have worked in the waste industry.

Through the years, we have strengthened our product by listening to our customers and incorporating their needs into our solution. Built by waste haulers for waste haulers.





## Soft-Pak feature and function overview

### Customer Service

- Customer profile
- A/R history
- Customer notes
- Sales history
- Work orders
- Open invoices
- Routed services
- Service history
- Contract pricing
- All changes tracked

### Operations

- Live dispatch screen
- Mapping
- Inactivity reporting
- View route lists screen
- Route management
- Scheduled route list
- Container tracking
- Geo coding
- On call work order list
- Services reporting

### Accounting

- Credit card payments
- Cash and accrual basis
- Batch payments
- On demand aging
- Interactive payments
- Collections
- Service prorations
- Excel data downloads
- Tax and fees reporting
- Financial reporting

### Billing

- Recurring charges
- Test billing function
- Tax and fee generation
- Correct billing errors
- Finance charges
- Smart billing template
- Invoices and statements
- Billing messages
- Master/sub accounts
- Flexible bill schedules



## Additional functions

**Accounting Interfaces:** Export journal entries to your accounting package.

**Address Master:** Default service and pricing information based on location.

**Collections Letters:** Automatically generate collection notices based on past due status.

**Credit Card Processing:** One time and recurring transactions. All tokenized.

**Credit Limits:** Individual or system generated credit limits with supervisor override ability.

**Customer Service Module:** Allows for one centralized point to answer all customer service questions.

**Dispatch:** Real time updates to manage all services. Make visual 1 click route changes via Mapping.

**Disposal Site Reconciliation:** Report on all materials taken to every disposal site.

**Customer Portal:** Clients can request new services, make payments, view historical invoices.

**Automatic Check Procession:** Check scanners or lockbox.

**Microsoft Integration:** Microsoft Word®, Excel®, and Outlook®.

**API Options:** Import / export data based on API integration points.

**Route Management:** Move stops between routes, re-sequence interactively, all on one screen.

**Security:** Robust user defined access with audit.

**Variable Reports:** Export to Microsoft Excel®, Crystal Reports, or any other report writer.

**Work Orders:** Manage on call and extra work on a daily basis for painless, accurate billing.

**Scale Pak:** Manage all scale activities at MRF, transfer station or landfill.



**SOFT-PAK**  
SOFTWARE SOLUTIONS

[www.soft-pak.com](http://www.soft-pak.com) 888.763.8725 [sales@soft-pak.com](mailto:sales@soft-pak.com)

8525 Gibbs Drive #300 San Diego, California 92123



# RECYCLIST

## Program Tracker

### Stop Drowning in Spreadsheets and Paperwork

Move your program forward faster with our cloud-based system.  
We'll keep your information in sync and your team on task.

### Get a Grip on Service Data



#### Waste Stream Insight

We input your service data and make it accessible and useful. Our system makes data easy to understand so you can get all the insight you need into commercial and multi-family waste streams.



#### One Database to Rule Them All

All commercial and multi-family accounts are conveniently stored in one place, so you can quickly find contacts, addresses, service information and outreach history.



#### Ongoing Data Updates

Our service includes quarterly data imports that give you visibility into service changes, including new accounts, closed accounts and changes in service levels.



### Coordinate a Multi-Agency, Multi-Person Outreach Team



#### Cloud-Based Data Syncing

Whether you're with the city, the hauler or a consultancy, at the office or in the field, the data you enter is visible in real-time to everyone involved in an outreach effort.



#### Task Scheduling

No more forgotten or overlapping tasks. Coordinate and delegate all your team's activities — site visits, phone calls, even distributing bins and flyers — using our task calendar.



#### Education & Outreach

Manage all your communications and activities in one place — you can even send bulk emails through our interface.

## Take Your Data With You



### Service Estimates

Generate right-sizing estimates based on your local rates. Add photos from your mobile device, type in notes, and send a PDF branded with your city or company, all right on the spot.



### Mobile App for Field Visits

For in-person audits or assessments, grab a tablet, take photos and enter data straight into the system. Eliminate the need for time-consuming photo transfers and data entry back at the office.



## Visualize Your Data



### Dashboard

Gives you an at-a-glance view of what's happening in your program right now, so you can assess your progress and plan your next move.



### Generate Charts & Reports

Automatic, up-to-date charts and graphs allow you to see the big picture and track outcomes over time.



### Mapping

Interactive waste-generation-based maps allow you to see where non-compliant generators are clustered and to plan targeted and efficient outreach.

## Meet California's Mandates



### AB 1826 & AB 341 Compliance

Easily identify which generators you need to be monitoring for local ordinances and state regulations, and track their compliance statuses.



### EAR-Ready Stats & Reports

With all your data and communications stored in one place, you'll have key information for your CalRecycle Electronic Annual Report right at your fingertips.



## Future Proof for SB 1383

Get ahead of forthcoming regulatory requirements, including:



- ✓ Identifying Tier 1 & Tier 2 commercial edible food generators
- ✓ Maintaining a detailed list of food recovery organizations and services
- ✓ Tracking edible food recovery
- ✓ Logging education and outreach
- ✓ Performing one-click compliance reviews
- ✓ Recording waiver eligibility and issuing waivers
- ✓ Conducting mandatory annual inspections
- ✓ Logging complaints, issuing notices of violation, imposing penalties
- ✓ Monitoring contamination via route reviews and waste composition studies
- ✓ Keeping centralized records that are always accessible and up-to-date



Customized and Personalized for Today — and Tomorrow

### Customization

Everyone's program and workflow is different — we customize our software to meet the specific needs of your program.

### Personalized Training

We provide a customized tutorial for your staff, and we give you the information you need to utilize the full capacity of the tool.

### New Features

Your annual subscription includes access to any new features we develop. Some of our best improvements begin as customer requests, so we're all ears.

## In the Words of Our Customers

*Recyclist has enabled us to track our progress in a way no other system I've ever worked with has. I highly recommend the Program Tracker for tracking outreach, implementation, compliance and for reporting purposes.*

*It's been a life-saver! Recyclist gives me all the data I need (and then some) at the click of a button.*

*I would highly recommend the Program Tracker. With our large team of recycling coordinators out in the field, this tool has helped us not only track our outreach efforts efficiently and uniformly, but has also helped keep us organized. The data that Recyclist tracks makes our reporting tasks much easier, and the Recyclist team has been very flexible with changing or adding functions on the tool to fit our specific needs.*

*I just want to pass on to the entire Recyclist team how pleased we are with the responsiveness you have shown. While it should be the norm in client vendor relations, it is not. You always make us feel like we are your only customer. I continue to tell my industry colleagues what a valuable service you provide. Thank you so much for making our work lives so much more efficient!*

## In Use Across California

### Cities & Towns

- Alameda
- Banning
- Burbank
- Clovis
- Concord
- Culver City
- Cupertino
- Daly City
- Half Moon Bay
- Napa
- Oceanside
- Pittsburg
- San Ramon
- Santa Clara
- Sunnyvale
- Thousand Oaks
- Truckee
- Union City
- Vacaville
- Windsor

### Counties & Special Districts

- Contra Costa
- Marin
- Oro Loma
- Placer
- Riverside
- Sacramento
- Salinas Valley
- Santa Cruz
- Sonoma

# Attachment F

March 23, 2020

Steven S. Cliff, Ph.D.  
Deputy Executive Officer  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

Ms. Annette Hébert  
Assistant Executive Officer  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

Dear Steve and Annette:

I'm writing to you in advance of our planned March 27, 2020 conference call to give you a "preview" of our substantial concerns about the impact of the likely future regulation of heavy-duty commercial engines and vehicles in California. We believe that the confluence of the Omnibus Low-NO<sub>x</sub> and ACT Rules, especially in their current forms, will have a significant adverse impact on California's economy and air quality and, potentially, will irreversibly disrupt California customers' access to the range of commercial engines and vehicles they need to operate their businesses.

As you know, EMA and its members acknowledge the significant ozone air quality attainment problem that exists in California; we are aware that NO<sub>x</sub> emissions from commercial vehicles contribute to that problem; and we recognize that further HDOH NO<sub>x</sub> emission reductions and regulatory improvements are needed. Indeed, as you are well aware, EMA offered to implement a voluntary reduced NO<sub>x</sub> and improved compliance program on a nationwide basis in part to address those very issues.

We believe that the national program we outlined would have provided California more NO<sub>x</sub> reductions than it could achieve on its own. And, even if you disagree with the independent analysis that supports that conclusion, your own staff's analysis shows that the nationwide concept that we proposed would have resulted in substantial NO<sub>x</sub> reductions at a fraction of the cost of a California-only program. For example, CARB's SRIA estimates that EMA's concept for implementing a nationwide program would yield over 21,000 tons of NO<sub>x</sub> reductions in California at a per-ton cost of approximately \$8,600. The SRIA also estimates that CARB's California-only program would achieve an additional 7,500 tons of NO<sub>x</sub> reductions (without accounting for the likely pre-buy/no-buy impacts). However, the SRIA estimates that those projected additional reductions would come at the enormous cost of \$37,500 per ton.



In addition to our offer to implement a nationwide HDOH low-NO<sub>x</sub> program, we also have offered to work with you and your staff on an approach to maximize the likelihood that CARB's regulatory efforts to create a market for HDOH commercial ZEVs will be successful. EMA's members have invested substantially in developing ZEV products and we support efforts to help create a market for those products. But, as we have emphasized on numerous occasions, a naked sales mandate is doomed to failure. CARB must put its primary focus on assuring the existence of the necessary infrastructure and funding. Without that, mandates – whether sales or purchase focused – will fail. Unfortunately, the staff appears to be “doubling down” on the inherently flawed sales mandate approach.

Each of the Omnibus Low-NO<sub>x</sub> and ACT Rules, separately and independently, will impose enormous costs and burdens on the HDOH engine and vehicle industry. Together, and without revising both rules to be more cost-effective, feasible, practical and implementable, they will have significant adverse impacts on California's economy and will cause fleet customers to keep older products longer and defer buying new products. As such, the projected environmental benefits of the rules will be undermined and, possibly, never achieved.

With that as background, we would like to discuss the following issues with you on our March 27, 2020 call:

- CARB's “concept” for potentially implementing a voluntary nationwide HDOH low- NO<sub>x</sub> program, irrespective of the numerical tailpipe standard, is simply unworkable. Manufacturers need an assured level competitive playing field. By targeting individual manufacturers, no manufacturers will avail themselves of the option for fear of losing national marketshare to one or more of their competitors (those who would elect to either sell different products in California than the rest of the nation, or who would exit the California market). EMA's concept for a voluntary nationwide program was contingent on it being fully accepted and implemented by all manufacturers.
- The costs of the proposed Omnibus Low-NO<sub>x</sub> Regulations in California are prohibitive and manufactures will not be able to afford to develop and affordably price products for sale. In addition, the costs of the regulations would outweigh their monetized health benefits by a factor of approximately 7:1. Cost-prohibitive regulations are invalid under California law, and cannot qualify for a federal preemption waiver under the Clean Air Act.
- The prohibitive costs of the Omnibus Regulations in California will lead to a very significant pre-buy/no-buy response, which would undermine CARB's ozone attainment goals and might, in fact, contribute further toward non-attainment versus doing nothing at all.
- CARB's contemporaneous ACT rule will impose tremendous and compounded research and development costs on HDOH manufacturers and, by design, will shrink the market for HDOH low-NO<sub>x</sub> vehicles and engines. Both rules, separately and, worse, together, create potential impetus for manufacturers to exit the California market over the next several years.
- CARB's proposal to amend the NTE regulations starting in 2022 (with retroactive application to 2010) is unreasonable, is not technically feasible and fails to provide adequate leadtime.

- CARB's proposed 2024 standards are infeasible to the extent that they would necessitate significant engine/aftertreatment hardware changes, without adequate leadtime or consideration of costs and are unworkable to the extent that they would require supplemental catalyst-heating strategies, such as mini-burner with corresponding fuel efficiency penalties.
- CARB's proposed 3-bin moving-average-window (B-MAW) approach is not yet well-designed or empirically validated. As a result, manufacturers cannot yet assess its feasibility, costs or the needed leadtime to achieve compliance.

Beyond the many significant issues noted above, it is imperative that CARB take account of the incredible adverse impacts on manufacturers that have occurred, and that continue to evolve, as a direct result of the COVID-19 crisis. Doing so is a necessity and, separate and apart from all of the major issues noted above, must result in CARB delaying and/or significantly modifying its current plans for both the Omnibus Low-NO<sub>x</sub> and ACT rulemakings.

The impact of the COVID-19 crisis on engine and vehicle manufacturers is still unfolding, but is severe. Many manufacturers, putting the health and well-being of their employees first, have shut down operations and told their employees to work from home.

Manufacturers are scrambling sustain their production, parts, and service operations to ensure the nation's ability to transport and deliver essential goods are maintained. The impacts of the COVID-19 crisis, and the corresponding dislocation of personnel and resources, have substantially hindered, and may yet fully foreclose, manufacturers' ability to devote sufficient resources for emissions compliance and DF testing, in-use testing, GHG testing, certification applications, certification date processing and reporting, and planning for and responding to new regulatory proposals. Exacerbating those problems are the disruptions to supply chains that already have occurred and which, undoubtedly, will get worse.

This is not a business as usual situation, and it should not be a regulation as usual situation either. While the economic impacts of the Omnibus Low-NO<sub>x</sub> and ACT rules always were going to be challenging, they simply are no longer sustainable or implementable on top of the economic strains caused by the on-going COVID-19 crisis and the apparent recession that we now face.

We remain hopeful that some kind of satisfactory, reasonable and implementable solution to help California address its air quality problems can yet be found. We are motivated to work with you to achieve that goal. In that regard, and to help you better understand our concerns, I am willing to share with you an early draft of EMA's more extensive written comments on CARB's draft Omnibus Low-NO<sub>x</sub> regulations. In addition, I suggest that we talk in advance of the March 27<sup>th</sup> call. Please let me know when you're available.

I look forward to hearing from you.

Very truly yours,



Jed R. Mandel  
President

**EXHIBIT G2:  
COST BASIS FOR PROPOSAL**

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Bay Counties Waste Services, Inc.  
 DBA Specialty Solid Waste & Recycling  
 City of Sunnyvale RFP for Services beginning July 1, 2021  
 Cost Forms - Executive Summary (15 Year Contract)

FY 21/22 - YEAR 1	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Technical Assistance	SB 1383	Fueling Station
Cost of Operations								
Labor Costs	\$ 8,611,666	\$ 8,096,981	\$ 117,368	\$ 102,697	\$ -	\$ -	\$ 294,621	\$ -
Vehicle Costs	1,705,122	1,513,553	21,526	21,526	-	125,578	-	22,940
Other	365,687	298,344	3,729	3,614	-	60,000	-	-
Depreciation	3,103,634	2,848,346	33,817	48,410	-	20,000	12,857	140,204
Interest	341,225	198,643	34,145	32,193	-	3,325	2,993	69,927
Allocated Costs (less interest)	7,199,381	7,178,881	-	-	-	-	20,500	-
Annual Cost of Operations	21,326,716	20,134,748	210,584	208,440	-	208,903	330,970	233,071
Operating Ratio Profit	1,763,009	1,674,849	14,823	14,807	-	17,271	27,554	13,706
Franchise Fee	2,208,528	2,208,528	-	-	-	-	-	-
Total Contractor's Payment	\$ 25,298,253	\$ 24,018,125	\$ 225,407	\$ 223,246	\$ -	\$ 226,173	\$ 358,524	\$ 246,777

FY 22/23 - YEAR 2	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Technical Assistance	SB 1383	Fueling Station
Cost of Operations								
Labor Costs	\$ 9,465,654	\$ 8,540,378	\$ 310,153	\$ 186,092	\$ 124,061	\$ -	\$ 304,970	\$ -
Vehicle Costs	1,850,945	1,553,158	60,778	37,609	34,430	141,578	-	23,392
Other	387,822	304,299	10,533	6,320	6,671	60,000	-	-
Depreciation	3,351,822	2,926,906	100,939	96,820	54,096	20,000	12,857	140,204
Interest	430,542	238,756	42,139	28,804	52,624	2,975	2,678	62,566
Allocated Costs (less interest)	7,411,411	7,390,508	-	-	-	-	20,904	-
Annual Cost of Operations	22,898,197	20,954,004	524,542	355,645	271,882	224,553	341,408	226,162
Operating Ratio Profit	1,887,527	1,740,305	40,527	27,458	18,420	18,615	28,457	13,744
Franchise Fee	2,279,864	2,279,864	-	-	-	-	-	-
Total Contractor's Payment	\$ 27,065,587	\$ 24,974,173	\$ 565,069	\$ 383,104	\$ 290,302	\$ 243,167	\$ 369,865	\$ 239,906

**TABLE A - CONTRACTOR PAYMENT APPLICATION SUMMARY**

(Sum of all departments)

	Supporting Schedule	Proposed at		
		Current Dollars	Compensation	Compensation
		FY 20/21	Year 1 FY 21/22	Year 2 FY 22/23
Cost of Operations				
Labor Costs	B	\$ 7,570,491	\$ 8,096,981	\$ 8,540,378
Vehicle Costs	C	1,476,070	1,513,553	1,553,158
Other	D	292,505	298,344	304,299
Depreciation	E	2,490,896	2,848,346	2,926,906
Interest	F			
Allocated Costs	K	7,056,768	7,377,524	7,629,264
Annual Cost of Operations		\$ 18,886,731	\$ 20,134,748	\$ 20,954,004
Operating Ratio Profit (exclude interest)	L	1,754,505	1,674,849	1,740,305
Incentive Program Profit		194,481		
Bad Debt Expense		993		
Franchise Fee		\$ 2,162,044	\$ 2,208,528	\$ 2,279,864
<b>Total Contractor's Payment</b>		<b>\$ 22,998,754</b>	<b>\$ 24,018,125</b>	<b>\$ 24,974,173</b>

Note: Numbers may not add exactly due to rounding \$ 22,343,276 \$ 23,233,868

Operating Ratio Profit - Input Here  
0.9225

**Legend**

**Contractor/Proposer Input**  
Calculation/Pulled from Schedule  
(No input required)

**Indices Used: 3 Year Historical Avg. (2017 - 2019)**

9240 San Francisco - Oakland - Hayward Consumer Price Index CWURS49BSA0 Urban Wage Earners and Clerical Workers (Dec)	3.23%
Union Labor - See Employee Costs Tab	
9340 Producer Price Index WPU03THRU15 Industrial Commodities (Dec)	1.97%
2515 05-73-02-01 Producer Price Index WPU057303 #2 Diesel Fuel (Dec)	15.23%
2515 05-51 Producer Price Index WPU0551 Residential Natural Gas (#05-51)	1.80%
Assumed Health and Welfare (based upon historical increases)	5.00%
Assumed Vehicle Insurance (based upon historical increases)	2.00%

Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22
1A. Multi-Family Food Scraps	1B. Multi-Family Yard Trimmings	6. Technical Assistance	7. 1383	10. Fueling Station Slow
\$ 117,368	\$ 102,697	\$ -	\$ 294,621	\$ -
21,526	21,526	125,578	-	22,940
3,729	3,614	60,000	-	-
33,817	48,410	20,000	12,857	140,204
34,145	32,193	3,325	2,993	69,927
-	-	-	20,500	-
\$ 210,584	\$ 208,440	\$ 208,903	\$ 330,970	\$ 233,071
14,823	14,807	17,271	27,554	13,706
\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$ 225,407</b>	<b>\$ 223,246</b>	<b>\$ 226,173</b>	<b>\$ 358,524</b>	<b>\$ 246,777</b>

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY

NEW AGREEMENT COST FORMS

	Support	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2
	Sched	FY 20/21	FY 21/22	FY 22/23

**Department 10 - Commercial FEL Refuse**

## Cost of Operations

Labor Costs	B	\$1,737,690.06	\$1,856,403.17	\$1,956,561.05
Vehicle Costs	C	\$328,414.50	\$336,482.26	\$344,978.84
Other	D	\$59,264.82	\$60,447.12	\$61,653.01
Depreciation	E	\$593,334.69	\$678,479.64	\$697,192.80
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,754,896.85	\$1,831,750.95	\$1,895,167.82

Annual Cost of Operations		\$4,473,600.92	\$4,763,563.14	\$4,955,553.52
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Operating Ratio Profit	L	\$415,580.41	\$396,257.10	\$412,148.48
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<b>Total Contractor's Payment</b>		<b>\$4,889,181.33</b>	<b>\$5,159,820.24</b>	<b>\$5,367,702.01</b>
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Tonnage Collected		47,882.84		
Tonnage Disposed (w/o Recycled Tons)		47,882.84		

**Department 20 - Commercial Roll-Offs Refuse**

## Cost of Operations

Labor Costs	B	\$518,461.43	\$562,491.34	\$591,735.92
Vehicle Costs	C	\$134,946.89	\$138,336.01	\$141,912.30
Other	D	\$28,454.46	\$29,022.88	\$29,602.66
Depreciation	E	\$188,588.33	\$215,651.21	\$221,599.09
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$537,219.70	\$562,203.13	\$580,812.30

Annual Cost of Operations		\$1,407,670.81	\$1,507,704.57	\$1,565,662.27
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Operating Ratio Profit	L	\$130,767.23	\$125,418.44	\$130,214.58
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<b>Total Contractor's Payment</b>		<b>\$1,538,438.04</b>	<b>\$1,633,123.01</b>	<b>\$1,695,876.85</b>
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Tonnage Collected		20,929.88		
Tonnage Disposed (w/o Recycled Tons)		20,929.88		

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY

NEW AGREEMENT COST FORMS

	Support	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2
	Sched	FY 20/21	FY 21/22	FY 22/23

**Department 30 - Residential Refuse Collection**

## Cost of Operations



Labor Costs	B	\$2,396,868.88	\$2,542,557.24	\$2,692,689.78
Vehicle Costs	C	\$377,122.41	\$386,748.46	\$396,925.31
Other	D	\$70,593.27	\$72,001.60	\$73,438.03
Depreciation	E	\$720,335.10	\$823,704.91	\$846,423.54
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,727,937.74	\$1,805,876.47	\$1,867,876.07

Annual Cost of Operations		\$5,292,857.40	\$5,630,888.68	\$5,877,352.73
Operating Ratio Profit	L	\$491,686.21	\$468,405.59	\$488,813.61

<b>Total Contractor's Payment</b>		<b>\$5,784,543.61</b>	<b>\$6,099,294.27</b>	<b>\$6,366,166.34</b>
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Tonnage Collected		20,564.68		
Tonnage Disposed (w/o Recycled Tons)		20,564.68		

**Department 40 - Commercial / Industrial Recycling**

Cost of Operations

Labor Costs	B	\$443,158.33	\$479,693.42	\$504,440.11
Vehicle Costs	C	\$114,674.41	\$117,891.27	\$121,322.75
Other	D	\$29,163.70	\$29,746.31	\$30,340.56
Depreciation	E	\$2,332.83	\$2,667.60	\$2,741.17
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$584,703.11	\$611,485.79	\$635,950.78

Annual Cost of Operations		\$1,174,032.38	\$1,241,484.39	\$1,294,795.36
Operating Ratio Profit	L	\$109,063.12	\$103,272.90	\$107,686.85

<b>Total Contractor's Payment</b>		<b>\$1,283,095.50</b>	<b>\$1,344,757.29</b>	<b>\$1,402,482.21</b>
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Tonnage Collected		4,082.47		
Tonnage Disposed (w/o Recycled Tons)		0.00		

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

		Proposed at		
	Support	Current Dollars	Compensation	Compensation
	Sched	FY 20/21	Year 1 FY 21/22	Year 2FY 22/23

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

Cost of Operations

Labor Costs	B	\$853,416.52	\$915,979.04	\$965,695.83
Vehicle Costs	C	\$137,894.65	\$141,532.31	\$145,392.18
Other	D	\$33,360.30	\$34,026.09	\$34,705.16
Depreciation	E	\$245,561.52	\$280,800.19	\$288,544.94
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$854,692.29	\$894,264.13	\$923,112.56

Annual Cost of Operations		\$2,124,925.28	\$2,266,601.76	\$2,357,450.67
Operating Ratio Profit	L	\$197,397.43	\$188,547.31	\$196,066.84

<b>Total Contractor's Payment</b>	<b>\$2,322,322.71</b>	<b>\$2,455,149.07</b>	<b>\$2,553,517.51</b>
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Tonnage Collected	15,271.89		
Tonnage Disposed (w/o Recycled Tons)	0.00		

**Department 59 - Commercial Food Scraps**

<b>Cost of Operations</b>				
Labor Costs	B	\$173,878.14	\$189,887.08	\$200,033.55
Vehicle Costs	C	\$27,578.94	\$27,578.94	\$0.00
Other	D	\$6,017.34	\$6,137.40	\$6,259.86
Depreciation	E	\$55,637.61	\$63,621.74	\$65,376.49
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$165,122.94	\$172,636.51	\$178,095.57
<b>Annual Cost of Operations</b>				
		\$428,234.97	\$459,861.67	\$449,765.47
<b>Operating Ratio Profit</b>				
	L	\$0.00	\$0.00	\$0.00
<b>Total Contractor's Payment</b>		<b>\$428,234.97</b>	<b>\$459,861.67</b>	<b>\$449,765.47</b>

Tonnage Collected	15,271.89		
Tonnage Disposed (w/o Recycled Tons)	0.00		

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY      NEW AGREEMENT COST FORMS

	0	0	0	0
	0	AGREEMENT COST F	\$0.00	\$0.00

**Department 70 - Multi-Family / Residential Recycling**

<b>Cost of Operations</b>				
Labor Costs	B	\$1,447,018.01	\$1,549,969.93	\$1,629,221.77
Vehicle Costs	C	\$355,438.36	\$364,256.68	\$373,548.11
Other	D	\$65,651.35	\$66,962.25	\$68,299.33
Depreciation	E	\$685,105.97	\$783,420.32	\$805,027.85
Interest	F	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,432,195.81	\$1,499,307.35	\$1,548,248.77
<b>Annual Cost of Operations</b>				
		\$3,985,409.50	\$4,263,916.53	\$4,424,345.84
<b>Operating Ratio Profit</b>				
	L	\$370,229.30	\$354,693.99	\$367,968.47
<b>Total Contractor's Payment</b>		<b>\$4,355,638.80</b>	<b>\$4,618,610.51</b>	<b>\$4,792,314.31</b>

Tonnage Collected (White Office Paper)	165.00		
Tonnage Collected (Residential)	7,353.31		
Tonnage Collected (Multi-family)	1,827.02		
Tonnage Disposed (w/o Recycled Tons)	0.00		

**TABLE A - 2 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY      NEW AGREEMENT COST FORMS

	Proposed at			
	Support	Current Dollars	Compensation	Compensation

	Sched	FY 20/21	Year 1 FY 21/22	Year 2FY 22/23
<b>Department 80 - Vehicle Maintenance</b>				
Cost of Operations				
Labor Costs	B	\$1,219,021.60	\$1,307,913.22	\$1,378,484.31
Vehicle Costs	C	\$174,449.36	\$179,190.19	\$184,223.05
Other	D	\$24,820.17	\$25,312.45	\$25,814.50
Depreciation	E	\$16,829.29	\$19,244.33	\$19,775.11
Interest	F	\$0.00	\$0.00	\$0.00
Annual Cost of Operations		\$1,435,120.42	\$1,531,660.20	\$1,608,296.97
<b>Total to be Allocated</b>		<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>

	Support Sched	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2FY 22/23
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**Department 90 - Container Maintenance**

Cost of Operations				
Labor Costs	B	\$627,400.30	\$647,351.99	\$682,907.07
Vehicle Costs	C	\$94,961.52	\$98,390.54	\$102,124.44
Other	D	\$17,230.73	\$17,574.11	\$17,924.34
Depreciation	E	\$15,374.50	\$17,580.78	\$18,065.67
Interest	F	\$0.00	\$0.00	\$0.00
Annual Cost of Operations		\$754,967.05	\$780,897.43	\$821,021.53
<b>Total to be Allocated</b>		<b>\$754,967.05</b>	<b>\$780,897.43</b>	<b>\$821,021.53</b>

**Department 00 - Administration**

Cost of Operations				
Labor Costs	B	\$3,084,010.41	\$3,161,850.64	\$3,234,917.83
Vehicle Costs	C	\$72,787.32	\$77,445.69	\$82,686.93
Other	D	\$1,468,630.03	\$1,593,937.48	\$1,609,581.89
Depreciation	E	\$28,937.16	\$33,089.71	\$34,002.36
Interest	F	\$212,316.06	\$198,643.18	\$238,756.37
Annual Cost of Operations		\$4,866,680.98	\$5,064,966.71	\$5,199,945.37
<b>Total to be Allocated</b>		<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>

Totals  
 Depreciation 2,496,399

**TABLE B - LABOR COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY

NEW AGREEMENT COST FORMS

	Supporting Schedule	Proposed at Current Dollars		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
		FY 20/21	Index		
<b>Department 10 - Commercial FEL Refuse</b>					
Regular Wages		\$752,145.95		\$782,231.79	\$818,673.79
Overtime		\$255,994.92		\$266,234.72	\$278,637.85
Holiday Worked		\$54,010.18		\$56,170.59	\$58,787.42
Vac/Sick Payoff		\$123,789.90		\$128,741.50	\$134,739.20
Payroll Taxes		\$87,993.92		\$91,513.68	\$95,777.04
Workers' Comp Ins.	H	\$32,288.37	N/A	\$68,380.12	\$70,431.53
Pension Benefits		\$92,058.90		\$106,757.38	\$125,323.88
Health/Welfare	G	\$338,917.01	N/A	\$355,862.86	\$373,656.00
Employee/Med Exams		\$490.91		\$510.55	\$534.33
<b>Total Department 10</b>		<b>\$1,737,690.06</b>		<b>\$1,856,403.17</b>	<b>\$1,956,561.05</b>
<b>Department 20 - Commercial Roll-Offs Refuse</b>					
Regular Wages		\$276,633.68		\$287,699.03	\$301,102.12
Overtime		\$67,321.06		\$70,013.90	\$73,275.66
Holiday Worked		\$12,390.78		\$12,886.41	\$13,486.75
Vac/Sick Payoff		\$27,295.64		\$28,387.47	\$29,709.96
Payroll Taxes		\$29,940.77		\$31,138.40	\$32,589.05
Workers' Comp Ins.	H	\$9,160.50	N/A	\$29,436.88	\$30,319.99
Pension Benefits		\$22,106.68		\$25,636.32	\$30,094.81
Health/Welfare	G	\$73,612.32	N/A	\$77,292.94	\$81,157.58
Employee/Med Exams				\$0.00	\$0.00
<b>Total Department 20</b>		<b>\$518,461.43</b>		<b>\$562,491.34</b>	<b>\$591,735.92</b>
<b>Department 30 - Residential Refuse Collection</b>					
Regular Wages		\$790,128.78		\$821,733.93	\$860,016.23
Overtime		\$153,328.17		\$159,461.30	\$166,890.15
Holiday Worked		\$58,923.89		\$61,280.85	\$64,135.75
Vac/Sick Payoff		\$215,277.82		\$223,888.93	\$234,319.29
Payroll Taxes		\$95,900.46		\$99,736.48	\$104,382.92
Workers' Comp Ins.	H	\$38,260.51	N/A	\$57,187.53	\$58,903.16
Pension Benefits		\$200,564.77		\$232,587.72	\$273,037.75
Health/Welfare	G	\$841,664.37	N/A	\$883,747.59	\$927,934.97
Employee/Med Exams		\$2,820.11		\$2,932.91	\$3,069.55
<b>Total Department 30</b>		<b>\$2,396,868.88</b>		<b>\$2,542,557.24</b>	<b>\$2,692,689.78</b>

**TABLE B - LABOR COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY

NEW AGREEMENT COST FORMS

	Supporting Schedule	Proposed at Current Dollars		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
		FY 20/21	Index		
<b>Department 40 - Commercial / Industrial Recycling</b>					
Regular Wages		\$181,536.66		\$188,798.13	\$197,593.71
Overtime		\$113,652.42		\$118,198.52	\$123,705.06
Holiday Worked		\$15,151.59		\$15,757.65	\$16,491.76
Vac/Sick Payoff		\$20,592.28		\$21,415.97	\$22,413.68
Payroll Taxes		\$25,144.20		\$26,149.97	\$27,368.22
Workers' Comp Ins.	H	\$7,397.47	N/A	\$23,797.17	\$24,511.09
Pension Benefits		\$17,413.96		\$20,194.34	\$23,706.40
Health/Welfare	G	\$62,113.08	N/A	\$65,218.73	\$68,479.67
Employee/Med Exams		\$156.67		\$162.94	\$170.53

<b>Total Department 40</b>		<b>\$443,158.33</b>		<b>\$479,693.42</b>	<b>\$504,440.11</b>
<b>Department 50 - Residential Yard Waste &amp; Commercial Food Scraps</b>					
Regular Wages		\$389,447.03		\$405,024.91	\$423,893.89
Overtime		\$81,806.84		\$85,079.11	\$89,042.71
Holiday Worked		\$25,154.57		\$26,160.75	\$27,379.51
Vac/Sick Payoff		\$68,266.31		\$70,996.96	\$74,304.51
Payroll Taxes		\$42,302.02		\$43,994.10	\$46,043.66
Workers' Comp Ins.	H	\$12,491.49	N/A	\$33,926.43	\$34,944.22
Pension Benefits		\$46,981.20		\$54,482.40	\$63,957.60
Health/Welfare	G	\$186,862.61	N/A	\$196,205.74	\$206,016.03
Employee/Med Exams		\$104.45		\$108.63	\$113.69
<b>Total Department 50</b>		<b>\$853,416.52</b>		<b>\$915,979.04</b>	<b>\$965,695.83</b>

<b>Department 59 - Commercial Food Scraps</b>					
Regular Wages		\$77,889.41		\$81,004.99	\$84,778.78
Overtime		\$16,361.37		\$17,015.82	\$17,808.54
Holiday Worked		\$5,030.92		\$5,232.16	\$5,475.91
Vac/Sick Payoff		\$13,653.26		\$14,199.39	\$14,860.90
Payroll Taxes		\$8,462.01		\$8,800.49	\$9,210.48
Workers' Comp Ins.	H	\$5,532.72	N/A	\$13,308.97	\$13,708.24
Pension Benefits		\$9,396.24		\$10,896.48	\$12,791.52
Health/Welfare	G	\$37,531.32	N/A	\$39,407.89	\$41,378.28
Employee/Med Exams		\$20.89		\$20.89	\$20.89
<b>Total Department 59</b>		<b>\$173,878.14</b>		<b>\$189,887.08</b>	<b>\$200,033.55</b>

<b>Department 70 - Multi-Family Recycling</b>					
Regular Wages		\$620,550.98		\$645,373.02	\$675,439.15
Overtime		\$351,923.04		\$365,999.96	\$383,050.88
Holiday Worked		\$52,113.50		\$54,198.04	\$56,722.98
Vac/Sick Payoff		\$52,738.25		\$54,847.78	\$57,402.99
Payroll Taxes		\$84,385.39		\$87,760.81	\$91,849.34
Workers' Comp Ins.	H	\$27,228.39	N/A	\$65,333.57	\$67,293.58
Pension Benefits		\$50,212.40		\$58,229.51	\$68,356.38
Health/Welfare	G	\$207,223.70	N/A	\$217,584.89	\$228,464.13
Employee/Med Exams		\$642.36		\$642.36	\$642.36
<b>Total Department 70</b>		<b>\$1,447,018.01</b>		<b>\$1,549,969.93</b>	<b>\$1,629,221.77</b>

\*Expenses for Departments 80, 90 and 00 are incorporated into Schedule K (Overhead) by Department

**TABLE B - LABOR COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY

NEW AGREEMENT COST FORMS

Supporting	Proposed at		Compensation	Compensation
	Current Dollars	Index		
Schedule	FY 20/21	Index	FY 21/22	FY 22/23

<b>Department 80 - Vehicle Maintenance</b>					
Regular Wages		\$593,712.64		\$616,471.30	\$644,038.14
Overtime		\$90,453.02		\$93,920.34	\$98,120.19
Holiday Worked		\$35,687.53		\$37,055.53	\$38,712.55
Vac/Sick Payoff		\$79,323.56		\$82,364.25	\$86,047.35
Payroll Taxes		\$62,391.25		\$64,782.88	\$67,679.79
Workers' Comp Ins.	H	\$23,178.32	N/A	\$53,951.94	\$55,570.50
Pension Benefits		\$76,470.26		\$88,679.80	\$104,102.37
Health/Welfare	G	\$257,643.12	N/A	\$270,525.28	\$284,051.54
Employee/Med Exams		\$161.90		\$161.90	\$161.90
<b>Total Department 80</b>		<b>\$1,219,021.60</b>		<b>\$1,307,913.22</b>	<b>\$1,378,484.31</b>

<b>Department 90 - Container Maintenance</b>					
Regular Wages		\$305,690.81		\$317,408.79	\$331,602.41
Overtime		\$34,731.88		\$36,063.25	\$37,675.90

Holiday Worked		\$17,148.60		\$17,805.95	\$18,602.19
Vac/Sick Payoff		\$42,428.05		\$44,054.44	\$46,024.42
Payroll Taxes		\$31,534.13		\$32,742.92	\$34,207.09
Workers' Comp Ins.	H	\$13,691.55	N/A	\$3,709.61	\$3,820.90
Pension Benefits		\$39,543.66		\$45,857.35	\$53,832.55
Health/Welfare	G	\$141,561.02	N/A	\$148,639.07	\$156,071.02
Employee/Med Exams		\$1,070.60		\$1,070.60	\$1,070.60
<b>Total Department 90</b>		<b>\$627,400.30</b>		<b>\$647,351.99</b>	<b>\$682,907.07</b>
<b>Department 00 - Administration</b>					
Regular Wages		\$1,012,737.97	3.23%	\$1,045,449.41	\$1,079,217.42
Officers' Compensation		\$1,017,062.54	2.15%	\$1,038,956.85	\$1,038,956.85
Overtime		\$10,304.14	3.23%	\$10,636.96	\$10,980.54
Holiday Worked		\$46,270.59	3.23%	\$47,765.13	\$49,307.94
Vac/Sick Payoff		\$151,005.55	3.23%	\$155,883.03	\$160,918.05
Payroll Taxes		\$148,586.35	3.23%	\$153,385.69	\$158,340.05
Workers' Comp Ins.	H	\$28,287.31	N/A	\$11,743.81	\$12,096.12
Pension Benefits		\$225,338.04	0.00%	\$231,400.09	\$235,148.84
Health/Welfare	G	\$444,235.14	N/A	\$466,446.90	\$489,769.24
Employee/Med Exams		\$182.78	0.00%	\$182.78	\$182.78
<b>Total Department 00</b>		<b>\$3,084,010.41</b>		<b>\$3,161,850.64</b>	<b>\$3,234,917.83</b>



**TABLE C - VEHICLE COSTS BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Supporting Schedule	Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
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**Department 10 - Commercial FEL Refuse**

## Vehicle Costs

Taxes and Licenses	C-1	\$59,253.33	1.97%	\$60,420.62	\$61,610.91
Repairs & Maintenance	C-2	\$96,865.21	1.97%	\$98,773.45	\$100,719.29
Gas & Oil (Diesel Costs)	C-3	\$13,540.42	15.23%	\$15,602.63	\$17,978.91
Gas & Oil (RNG Costs)	C-3	\$116,158.53	1.80%	\$118,249.38	\$120,377.87
Tires	C-4	\$42,597.01	1.97%	\$43,436.17	\$44,291.86
<b>Total Department 10</b>		<b>\$328,414.50</b>		<b>\$336,482.26</b>	<b>\$344,978.84</b>

**Department 20 - Commercial Roll-Offs Refuse**

## Vehicle Costs

Taxes and Licenses	C-1	\$20,747.97	1.97%	\$21,156.71	\$21,573.49
Repairs & Maintenance	C-2	\$49,271.61	1.97%	\$50,242.26	\$51,232.03
Gas & Oil (Diesel Costs)	C-3	\$6,022.59	15.23%	\$6,939.83	\$7,996.77
Gas & Oil (RNG Costs)	C-3	\$39,959.19	1.80%	\$40,678.46	\$41,410.67
Tires	C-4	\$18,945.53	1.97%	\$19,318.76	\$19,699.34
<b>Total Department 20</b>		<b>\$134,946.89</b>		<b>\$138,336.01</b>	<b>\$141,912.30</b>

**Department 30 - Residential Refuse Collection**

## Vehicle Costs

Taxes and Licenses	C-1	\$74,328.30	1.97%	\$75,792.57	\$77,285.68
Repairs & Maintenance	C-2	\$111,369.16	1.97%	\$113,563.13	\$115,800.33
Gas & Oil (Diesel Costs)	C-3	\$18,060.83	15.23%	\$20,811.49	\$23,981.09
Gas & Oil (RNG Costs)	C-3	\$116,547.76	1.80%	\$118,645.62	\$120,781.24
Tires	C-4	\$56,816.36	1.97%	\$57,935.64	\$59,076.97
<b>Total Department 30</b>		<b>\$377,122.41</b>		<b>\$386,748.46</b>	<b>\$396,925.31</b>

**Department 40 - Commercial / Industrial Recycling**

## Vehicle Costs

Taxes and Licenses	C-1	\$14,641.98	1.97%	\$14,930.43	\$15,224.56
Repairs & Maintenance	C-2	\$45,299.69	1.97%	\$46,192.09	\$47,102.08
Gas & Oil (Diesel Costs)	C-3	\$7,524.78	15.23%	\$8,670.80	\$9,991.37
Gas & Oil (RNG Costs)	C-3	\$23,536.16	1.80%	\$23,959.81	\$24,391.09
Tires	C-4	\$23,671.80	1.97%	\$24,138.13	\$24,613.66
<b>Total Department 40</b>		<b>\$114,674.41</b>		<b>\$117,891.27</b>	<b>\$121,322.75</b>

**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

## Vehicle Costs

Taxes and Licenses	C-1	\$18,674.78	1.97%	\$19,042.67	\$19,417.81
Repairs & Maintenance	C-2	\$43,124.80	1.97%	\$43,974.36	\$44,840.65
Gas & Oil (Diesel Costs)	C-3	\$7,522.48	15.23%	\$8,668.15	\$9,988.31
Gas & Oil (RNG Costs)	C-3	\$44,907.57	1.80%	\$45,715.91	\$46,538.79
Tires	C-4	\$23,665.02	1.97%	\$24,131.22	\$24,606.61
<b>Total Department 50</b>		<b>\$137,894.65</b>		<b>\$141,532.31</b>	<b>\$145,392.18</b>

**Department 59 - Commercial Food Scraps**

## Vehicle Costs

Taxes and Licenses	C-1	\$3,734.96	1.97%	\$3,808.54	\$3,883.57
Repairs & Maintenance	C-2	\$8,624.96	1.97%	\$8,794.87	\$8,968.13

Gas & Oil (Diesel Costs)	C-3	\$1,504.50	15.23%	\$1,733.64	\$1,997.67
Gas & Oil (RNG Costs)	C-3	\$8,981.52	1.80%	\$9,143.19	\$9,307.76
Tires	C-4	\$4,733.00	1.97%	\$4,826.24	\$4,921.32
<b>Total Department 59</b>		<b>\$27,578.94</b>		<b>\$28,306.47</b>	<b>\$29,078.45</b>

**Department 70 - Multi-Family Recycling**

Vehicle Costs

Taxes and Licenses	C-1	\$35,911.96	1.97%	\$36,619.43	\$37,340.83
Repairs & Maintenance	C-2	\$157,394.13	1.97%	\$160,494.79	\$163,656.54
Gas & Oil (Diesel Costs)	C-3	\$14,976.34	15.23%	\$17,257.24	\$19,885.51
Gas & Oil (RNG Costs)	C-3	\$99,812.39	1.80%	\$101,609.01	\$103,437.98
Tires	C-4	\$47,343.54	1.97%	\$48,276.21	\$49,227.25
<b>Total Department 70</b>		<b>\$355,438.36</b>		<b>\$364,256.68</b>	<b>\$373,548.11</b>

**TABLE C - VEHICLE COSTS BY DEPARTMENT**

Supporting	Proposed at		Compensation	Compensation
	Current Dollars	Index		
Schedule	FY 20/21		FY 21/22	FY 22/23

**Department 80 - Vehicle Maintenance**

Vehicle Costs

Taxes and Licenses	C-1	\$1,894.56	1.97%	\$1,931.88	\$1,969.94
Repairs & Maintenance	C-2	\$161,762.74	1.97%	\$164,949.47	\$168,198.97
Gas & Oil	C-3	\$9,835.46	15.23%	\$11,333.40	\$13,059.48
Tires	C-4	\$956.60	1.97%	\$975.45	\$994.66
<b>Total Department 80</b>		<b>\$174,449.36</b>		<b>\$179,190.19</b>	<b>\$184,223.05</b>

**Department 90 - Container Maintenance**

Vehicle Costs

Taxes and Licenses	C-1	\$3,140.77	1.97%	\$3,202.64	\$3,265.74
Repairs & Maintenance	C-2	\$80,069.01	1.97%	\$81,646.37	\$83,254.80
Gas & Oil	C-3	\$11,751.74	15.23%	\$13,541.53	\$15,603.91
Tires	C-4		1.97%	\$0.00	\$0.00
<b>Total Department 90</b>		<b>\$94,961.52</b>		<b>\$98,390.54</b>	<b>\$102,124.44</b>

**Department 00 - Administration**

Vehicle Costs

Taxes and Licenses	C-1	\$8,265.36	1.97%	\$8,428.19	\$8,594.22
Repairs & Maintenance	C-2	\$40,204.73	1.97%	\$40,996.76	\$41,804.40
Gas & Oil	C-3	\$24,317.23	15.23%	\$28,020.74	\$32,288.30
Tires	C-4		1.97%	\$0.00	\$0.00
<b>Total Department 00</b>		<b>\$72,787.32</b>		<b>\$77,445.69</b>	<b>\$82,686.93</b>

Taxes and Licenses	245,334	250,167
Repairs & Maintenance	809,628	825,577
Gas & Oil (Diesel Costs)	590,581	619,017
Gas & Oil (RNG Costs)		
Tires	223,038	227,432
	1,868,580	1,922,192
	1,868,580	1,922,192
	-	-

**TABLE D - OTHER COSTS BY DEPARTMENT**  
CITY OF SUNNYVALE-SPECIALTY

	Reconcil	Current Dollars		Compensation	Compensation
	Adj	FY 20/21	Index	Year 1 FY 21/22	Year 2 FY 22/23
<b>Department 10 - Commercial FEL</b>					
Other Costs					
Equipment Insurance		\$49,286.23	N/A	\$50,271.95	\$51,277.39
Uniforms		\$9,978.59	1.97%	\$10,175.17	\$10,375.62
<b>Total Department 10</b>	<b>#</b>	<b>\$59,264.82</b>		<b>\$60,447.12</b>	<b>\$61,653.01</b>
<b>Department 20 - Commercial Roll-Offs</b>					
Other Costs					
Equipment Insurance		\$26,236.99	N/A	\$26,761.73	\$27,296.96
Uniforms		\$2,217.47	1.97%	\$2,261.15	\$2,305.70
<b>Total Department 20</b>	<b>#</b>	<b>\$28,454.46</b>		<b>\$29,022.88</b>	<b>\$29,602.66</b>
<b>Department 30 - Residential Collection</b>					
Other Costs					
Equipment Insurance		\$58,816.44	N/A	\$59,992.77	\$61,192.62
Uniforms		\$11,776.83	1.97%	\$12,008.83	\$12,245.41
<b>Total Department 30</b>	<b>#</b>	<b>\$70,593.27</b>		<b>\$72,001.60</b>	<b>\$73,438.03</b>
<b>Department 40 - Commercial / Industrial Recycling</b>					
Other Costs					
Equipment Insurance		\$26,946.23	N/A	\$27,485.15	\$28,034.86
Uniforms		\$2,217.47	1.97%	\$2,261.15	\$2,305.70
<b>Total Department 40</b>	<b>#</b>	<b>\$29,163.70</b>		<b>\$29,746.31</b>	<b>\$30,340.56</b>
<b>Department 50 - Yard Waste Recycling</b>					
Other Costs					
Equipment Insurance		\$28,631.13	N/A	\$29,203.75	\$29,787.83
Uniforms		\$4,729.17	1.97%	\$4,822.33	\$4,917.33
<b>Total Department 50</b>	<b>#</b>	<b>\$33,360.30</b>		<b>\$34,026.09</b>	<b>\$34,705.16</b>
<b>Department 59 - Commercial Food Scraps</b>					
Other Costs					
Equipment Insurance		\$5,071.51	N/A	\$5,172.94	\$5,276.40
Uniforms		\$945.83	1.97%	\$964.46	\$983.46
<b>Total Department 59</b>	<b>#</b>	<b>\$6,017.34</b>		<b>\$6,137.40</b>	<b>\$6,259.86</b>
<b>Department 70 - Multi-Family Recycling</b>					
Other Costs					
Equipment Insurance		\$58,572.47	N/A	\$59,743.92	\$60,938.80
Uniforms		\$7,078.88	1.97%	\$7,218.33	\$7,360.54
<b>Total Department 70</b>	<b>#</b>	<b>\$65,651.35</b>		<b>\$66,962.25</b>	<b>\$68,299.33</b>

**TABLE D - OTHER COSTS BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

	Proposed at			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
	City	Current Dollars			
	Adj	FY 20/21	Index		
<b>Department 80 - Vehicle Maintenance</b>					
Other Costs					
Equipment Insurance		\$11,079.68	N/A	\$11,301.27	\$11,527.30
Uniforms		\$13,740.49	1.97%	\$14,011.18	\$14,287.20
<b>Total Department 80</b>	<b>#</b>	<b>\$24,820.17</b>		<b>\$25,312.45</b>	<b>\$25,814.50</b>
<b>Department 90 - Container Maintenance</b>					
Other Costs					
Equipment Insurance		\$13,129.41	N/A	\$13,392.00	\$13,659.84
Uniforms		\$4,101.32	1.97%	\$4,182.12	\$4,264.50
<b>Total Department 90</b>	<b>#</b>	<b>\$17,230.73</b>		<b>\$17,574.11</b>	<b>\$17,924.34</b>
<b>Department 00 - Administration</b>					
Other Costs					
Temporary Help		\$0.00	1.97%	\$0.00	\$0.00
Uniforms		\$1,780.26	1.97%	\$1,815.33	\$1,851.09
Amortization Expense		\$24,539.58	1.97%	\$25,023.01	\$25,515.96
Equipment Insurance		\$12,536.96	N/A	\$12,787.70	\$13,043.45
Facilities Rental		\$544,551.60	1.97%	\$800,000.00	\$800,000.00
Utilities		\$32,991.35	1.97%	\$33,641.28	\$34,304.01
Telephone		\$63,417.93	1.97%	\$64,667.26	\$65,941.21
Liab Insurance & Bonds		\$250,832.13	N/A	\$255,773.52	\$260,812.26
Other Taxes/Licenses		\$100,079.00	1.97%	\$102,050.56	\$104,060.95
Outside Accounting		\$82,187.93	1.97%	\$83,807.03	\$85,458.03
Legal Services		\$5,977.90	1.97%	\$6,095.66	\$6,215.75
Outside Consulting Svcs		\$28,926.27	1.97%	\$29,496.12	\$30,077.19
Supplies		\$38,622.09	1.97%	\$39,382.95	\$40,158.79
Equipment Rental		\$16,562.84	1.97%	\$16,889.13	\$17,221.84
Postage		\$9,596.09	1.97%	\$9,785.13	\$9,977.90
Printing Services		\$14,040.75	1.97%	\$14,317.35	\$14,599.40
Training/Safety Program		\$33,014.09	1.97%	\$33,664.47	\$34,327.66
Advertising/Promotion		\$2,839.78	1.97%	\$2,895.72	\$2,952.77
Dues/Subscriptions		\$3,226.70	1.97%	\$3,290.27	\$3,355.08
Bank Fees		\$124,757.27	1.97%	\$58,554.99	\$59,708.52
(Gain) or Loss on Sale of Assets		\$78,149.51	N/A	\$0.00	\$0.00
(Gain) or Loss on Warranty Carts			N/A	\$0.00	\$0.00
(Gain) or Loss on Sale of Bonds			N/A	\$0.00	\$0.00
<b>Total Department 00</b>	<b>#</b>	<b>\$1,468,630.03</b>		<b>\$1,593,937.48</b>	<b>\$1,609,581.89</b>

**TABLE E - DEPRECIATION EXPENSE BY DEPARTMENT**

Department	Proposed at	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
	Current Dollars FY 20/21		
10 - Commercial FEL	\$593,334.69	\$678,479.64	\$697,192.80
20 - Commercial Roll-Off	\$188,588.33	\$215,651.21	\$221,599.09
30 - Residential Collection	\$720,335.10	\$823,704.91	\$846,423.54
40 - Commercial Recycling	\$2,332.83	\$2,667.60	\$2,741.17
50 - Yard Waste Recycling	\$245,561.52	\$280,800.19	\$288,544.94
59 - Commercial Food Scraps	\$55,637.61	\$63,621.74	\$65,376.49
70 - Multi-Family Recycling	\$685,105.97	\$783,420.32	\$805,027.85
80 - Vehicle Maintenance	\$16,829.29	\$19,244.33	\$19,775.11
90 - Container Maintenance	\$15,374.50	\$17,580.78	\$18,065.67
00 - Administration	\$28,937.16	\$33,089.71	\$34,002.36
<b>Total</b>	<b>\$2,552,037.00</b>	<b>\$2,918,260.43</b>	<b>\$2,998,749.03</b>

Additions	1	2
	FY21/22	FY22/23
1A MF Food Scraps - Trucks	475,000	489,250
1A MF Food Scraps - Containers	201,333	176,853
1B MF Yard Trim - Trucks	475,000	-
1B MF Yard Trim - Containers	493,205	-
2A Expanded Comm Organics - Trucks	-	978,500
2A Expanded Comm Organics - Containers	-	51,710
3 Bulky & Reuse -Trucks	-	-
3 Bulky & Reuse - Bins	-	-
6 Technical Assistance	100,000	
7 1383	90,000	
10 Fueling Station	1,999,763	-
10 Fueling Station - Electric Bridge	103,302	
Existing Depts Additions -Trucks	2,456,698	1,922,011
Existing Depts Additions - Office Equip	20,000	100,400
Existing Depts Additions -Containers	294,600	1,665,510

10 Year Life	Life	1	2
		FY21/22	FY22/23
Existing Assets Purchased Before 6/30/2021	various	2,641,131	2,352,827
Existing Depts Additions -Trucks	10	245,670	437,871
Existing Depts Additions - Office Equip	10	2,000	12,040
Existing Depts Additions -Containers	10	29,460	196,011
<b>Total Depreciation -Existing</b>		<b>2,918,260</b>	<b>2,998,749</b>

1A MF Food Scraps - Trucks	10	23,750	47,500
1A MF Food Scraps - Trucks	10	-	24,463
1A MF Food Scraps - Trucks	10		
1A MF Food Scraps - Containers	10	10,067	20,133
1A MF Food Scraps - Containers	10		8,843
<b>Total 1A MF Scraps</b>		<b>33,817</b>	<b>100,939</b>

1B MF Yard Trim - Trucks	10	23,750	47,500
1B MF Yard Trim - Trucks	10		
1B MF Yard Trim - Containers	10	24,660	49,320
<b>Total MF Yard Trim</b>		<b>48,410</b>	<b>96,820</b>

2A Expanded Comm Organics - Trucks	10	-	-
2A Expanded Comm Organics - Trucks	10		48,925
2A Expanded Comm Organics - Trucks	10		
2A Expanded Comm Organics - Trucks	10		
2A Expanded Comm Organics - Containers	10	-	5,171
<b>Total 2A Expanded Comm Organics</b>		<b>-</b>	<b>54,096</b>

3 Bulky & Reuse -Trucks	7	-	-
3 Bulky & Reuse - Bins	10	-	-
<b>3 Bulky &amp; Reuse</b>		<b>-</b>	<b>-</b>

<b>6 Technical Assistance</b>	<b>5</b>	<b>20,000</b>	<b>20,000</b>
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<b>7 1383</b>	<b>7</b>	<b>12,857</b>	<b>12,857</b>
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Fueling Station	15	133,318	133,318
Fueling Station Electric Bridge	15	6,887	6,887
<b>10 Fueling Station</b>		<b>140,204</b>	<b>140,204</b>

<b>TOTAL DEPRECIATION</b>		<b>3,173,549</b>	<b>3,423,665</b>
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**TABLE F - INTEREST EXPENSE ALLOCATION BY DEPARTMENT**

	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
10 - Commercial FEL	\$0.00	\$0.00	
20 - Commercial Roll-Off	\$0.00	\$0.00	
30 - Residential Collection	\$0.00	\$0.00	
40 - Commercial & Industrial Recycling	\$0.00	\$0.00	
50 - Yard Waste Recycling	\$0.00	\$0.00	
70 - Multi-Family / Curbside Recycling	\$0.00	\$0.00	
80 - Vehicle Maintenance	\$0.00	\$0.00	
90 - Container Maintenance	\$0.00	\$0.00	
00 - Administrative	\$212,316.06	\$198,643.18	\$238,756.37
1A MF Food Scraps	\$0.00	\$34,144.90	\$42,139.34
1B 2B 5 Yard Trimmings	\$0.00	\$32,192.80	\$28,804.09
2A Comm Expanded Organics	\$0.00	\$0.00	\$52,623.69
3 4 MF Bulky and Reuse	\$0.00	\$0.00	\$0.00
6 Technical Assistance		\$3,325.00	\$2,975.00
7 1383		\$2,992.50	\$2,677.50
10 Fueling Station		\$69,926.92	\$62,566.20
<b>Net Interest Expense</b>	<b>\$212,316.06</b>	<b>\$341,225.31</b>	<b>\$430,542.18</b>

Interest Rate	5.0%	
Contract Year	1	2
	FY21/22	FY22/23
Loan Principal Balance, Beg.	3,040,393	-
1A MF Food Scraps - Trucks	475,000	489,250
1A MF Food Scraps - Containers	201,333	176,853
1B MF Yard Trim - Trucks	475,000	-
1B MF Yard Trim - Containers	493,205	-
2A Expanded Comm Organics - Trucks	-	978,500
2A Expanded Comm Organics - Containers	-	51,710
3 Bulky & Reuse -Trucks	-	-
3 Bulky & Reuse - Bins	-	-
6 Technical Assistance	100,000	-
7 1383	90,000	-
10 Fueling Station	1,999,763	-
10 Fueling Station - Electric Bridge	103,302	-
Existing Depts Additions -Trucks	2,456,698	1,922,011
Existing Depts Additions -Containers	294,600	1,665,510
Existing Depts Additions - Office Equip	20,000	100,400
Loan Payment (= to Depr)	3,173,549	3,423,665
Principal Estimate	2,832,324	2,993,123
Loan Principal Balance, End	6,916,971	9,308,082
Interest Rate	3.5%	3.5%
<b>Estimated Interest</b>	<b>341,225</b>	<b>430,542</b>

	1	2
Used to estimate allocation of interest to new programs		
1A	475,000	427,500
		489,250
	201,333	181,200
		176,853
1B	475,000	427,500
	493,205	443,884
2A	-	-
		978,500
	-	-
		51,710
3	-	-
	-	-
6	100,000	90,000
7	90,000	81,000
10	1,999,763	1,799,787
	103,302	92,972

Interest Allocations		
Existing operations	198,643	238,756
1A MF Food Scraps	34,145	42,139
1B Yard Trims	32,193	28,804
2A Expanded Organics	-	52,624
3 Bulky and Reuse	-	-
6 Technical Assistance	3,325	2,975
7 1383	2,993	2,678
10 Fueling Station	69,927	62,566
Total Interest	341,225	430,542

Expected inflation cost of equipment	3.0%
Life of Container	10

**Asset Replacement Schedule**

Contract Year	1	2
	FY21/22	FY22/23
Loan Principal Balance, Beg.	3,040,393	4,999,294
1A MF Food Scraps - Trucks	475,000	489,250
1A MF Food Scraps - Containers	201,333	176,853
1B MF Yard Trim - Trucks	475,000	
1B MF Yard Trim - Containers	493,205	
2A Expanded Comm Organics - Trucks	-	978,500
2A Expanded Comm Organics - Containers	-	51,710
3 Bulky & Reuse -Trucks	-	
3 Bulky & Reuse - Bins	-	
6 Technical Assistance	100,000	
7 1383	90,000	
10 Fueling Station	1,999,763	
10 Fueling Station - Electric Bridge	103,302	
Existing Depts Additions -Trucks	2,456,698	1,922,011
Existing Depts Additions -Containers	294,600	1,665,510
Existing Depts Additions - Office Equip	20,000	100,400
Expected inflation cost of equipment	3.0%	
Life of Container	10	

**Expected Cost of Truck Per Unit**

Front Loader Cost	475,000	489,250
<i>Front Loader Cost - Electric</i>		
Automated Side Loader	550,000	566,500
<i>Automated Side Loader - Electric</i>		
Rolloff	350,000	360,500
<i>Rolloff - Electric</i>		
Forklift	97,010	99,920
Stake Bed	76,000	78,280
Flatbed Boom Truck	256,698	264,399
Service Truck	110,000	113,300
Pickups	45,000	46,350

158/458 - Frontloader (12 yr replacement)		
101/401 - Frontloader (12 yr replacement)		
103 - Frontloader (12 yr replacement)		
105 - Frontloader (12 yr replacement)		
106 - Frontloader (12 yr replacement)		
109 - Frontloader (12 yr replacement)		
111 - Frontloader (12 yr replacement)		489,250
102 - Frontloader (12 yr replacement)		
107 - Frontloader (12 yr replacement)		
108 - Frontloader (12 yr replacement)		
121 - Frontloader (12 yr replacement)		
201 - Rolloff (12 yr replacement)		

## Asset Replacement Schedule

Contract Year	1	2
	FY21/22	FY22/23
202 -Rolloff (12 yr replacement)		
203 -Rolloff (12 yr replacement)		
204 -Rolloff (12 yr replacement)		
301 (12 yr replacement)		
306 - (Spare) no replacement scheduled		
320 (12 yr replacement)		
311 (12 yr replacement)		
313 (12 yr replacement)		
314 (12 yr replacement)		
315 (12 yr replacement)		
316 (12 yr replacement)		
317 (12 yr replacement)		
318 (12 yr replacement)		
319 (12 yr replacement)		
441/141 - Frontloader		
442/142 - Frontloader		
501 (12 yr replacement)		566,500
502 (12 yr replacement)		
503 (12 yr replacement)		
504 (12 yr replacement)		
505 (12 yr replacement)		
592 (12 yr replacement)		
721 (12 yr replacement)	550,000	
722 (12 yr replacement)	550,000	
723 (12 yr replacement)	550,000	
724 (12 yr replacement)	550,000	
725 (10 yr replacement)		566,500
726 (10 yr replacement)		
707 (10 yr replacement)		
728 (12 yr replacement)		
Repair Truck - 80		
Pickups - 80 (full-size)		
Pickups - 00		
Stake Side Bed - 90		
Flatbed Boom Truck - 90	256,698	
Forklift - 90 (X3) every 5 years, possibly 7		299,761
<b>Total Trucks - Existing</b>	<b>2,456,698</b>	<b>1,922,011</b>
<b>TOTAL TRUCKS W/ NEW PROGRAMS</b>	<b>3,496,698</b>	<b>3,389,761</b>
Garbage Trucks	6	6
Other Trucks	-	3
<b>Total Trucks</b>	<b>6</b>	<b>9</b>

Containers - maintain existing

**Asset Replacement Schedule**

Contract Year	1	2
	FY21/22	FY22/23
Dept 10	25,000	\$25,750
Dept 20	35,000	36,050
Dept 30	32,000	32,960
Dept 40	-	-
Dept 50	-	-
Dept 50 - MF/Commercial		
Dept 59	25,000	25,750
Dept 59 - 2A		
Relabel bins Dept 10, 40, and 59	177,600	
Replace yard waste carts		1,545,000
Replace split carts (department 70)		
FoodCycle split carts		
<b>Total Containers</b>	<b>294,600</b>	<b>1,665,510</b>
<b>Office equipment</b>	<b>20,000</b>	<b>100,400</b>

## TABLE G - HEALTH & WELFARE EXPENSE BY DEPARTMENT

### CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Department	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
	Current Dollars FY 20/21	Index		
10 - Commercial FEL	\$338,917.01	5%	\$355,862.86	\$373,656.00
20 - Commercial Roll-Off	\$73,612.32	5%	\$77,292.94	\$81,157.58
30 - Residential Collection	\$841,664.37	5%	\$883,747.59	\$927,934.97
40 - Commercial Recycling	\$62,113.08	5%	\$65,218.73	\$68,479.67
50 - Yard Waste Recycling	\$186,862.61	5%	\$196,205.74	\$206,016.03
59 - Commercial Food Scraps	\$37,531.32	5%	\$39,407.89	\$41,378.28
70 - Multi-Family Recycling	\$207,223.70	5%	\$217,584.89	\$228,464.13
80 - Vehicle Maintenance	\$257,643.12	5%	\$270,525.28	\$284,051.54
90 - Container Maintenance	\$141,561.02	5%	\$148,639.07	\$156,071.02
00 - Administration	\$444,235.14	5%	\$466,446.90	\$489,769.24
<b>Total</b>	<b>\$2,591,363.69</b>		<b>\$2,720,931.87</b>	<b>\$2,856,978.47</b>

*\*Expenses are incorporated into Schedule B by Department*



**TABLE H - WORKERS COMPENSATION EXPENSE BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

Department	Proposed at		Revised w/c per		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
	Current Dollars	Index	Insurance Company	Adjustment		
	FY 20/21		FY20/21			
10 - Commercial FEL	\$32,288.37	3%	\$66,388.47		\$68,380.12	\$70,431.53
20 - Commercial Roll-Off	\$9,160.50	3%	\$28,579.50		\$29,436.88	\$30,319.99
30 - Residential Collection	\$38,260.51	3%	\$55,521.88		\$57,187.53	\$58,903.16
40 - Commercial Recycling	\$7,397.47	3%	\$23,104.05		\$23,797.17	\$24,511.09
50 - Yard Waste Recycling	\$12,491.49	3%	\$32,938.28		\$33,926.43	\$34,944.22
59 - Commercial Food Scraps	\$5,532.72	3%	\$12,921.33		\$13,308.97	\$13,708.24
70 - Multi-Family Recycling	\$27,228.39	3%	\$63,430.65		\$65,333.57	\$67,293.58
80 - Vehicle Maintenance	\$23,178.32	3%	\$52,380.52		\$53,951.94	\$55,570.50
90 - Container Maintenance	\$13,691.55	3%	\$3,601.57		\$3,709.61	\$3,820.90
00 - Administration	\$28,287.31	3%	\$11,401.76		\$11,743.81	\$12,096.12
<b>Total</b>	<b>\$197,516.63</b>		<b>\$350,268.00</b>	<b>\$ -</b>	<b>\$360,776.04</b>	<b>\$371,599.32</b>

\*Expenses are incorporated into Schedule B by Department

**Quote for FY20/21 from Alaska Insurance**

Class Code	Estimated Annual Payroll 4/1/2020 - 4/1/2021	Rate	Premium	Net Rate	Net Premium
	Location 001	SSWR			
8742					
8810	\$1,518,696	0.36	\$5,467	0.24	\$3,587
9403	\$6,364,084	10.36	\$659,319	5.45	\$346,681
9424					
	\$7,882,780	<b>SUB TOTAL</b>	\$664,786		\$350,268
Waiver of Subrogation	Percentage of Premium	2%	\$13,296		
	<b>SUB TOTAL</b>		<b>\$678,082</b>		
Experience Modification	76%		<b>(\$162,740)</b>		
Modified Std Premium			<b>\$515,342</b>		
Schedule Credit or Debit	-35.00%		<b>\$334,973</b>		
Premium Discount			<b>\$0</b>		
Discounted Premium			<b>\$334,973</b>		
Expense Constant					\$0.00
TRIA Act of 2002	0.05%		\$3,705		
Total Estimated Premium			<b>\$338,677</b>		
Guarantee Assoc. Assessment	0.00%		\$0		
CA Admin Revolving Fund	1.70%		\$5,771		
CA Anti-Fraud Assessment	0.33%		\$1,134		
UIEB Trust Fund Assessment	0.13%		\$431		
SIB Trust Fund Assessment	0.48%		\$1,635		
CA OSHA Assessment	0.39%		\$1,327		
CA LECF Assessment	0.38%		\$1,291		
	<b>TOTAL</b>		<b>\$350,268</b>		<b>\$350,268</b>

Expense Constant & CA Fees Not Included in Net Rates  
\$0.00

## TABLE I - VEHICLE INSURANCE EXPENSE BY DEPARTMENT

### CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
	FY 20/21	Index		
10 - Commercial FEL	\$49,286.23	2%	\$50,271.95	\$51,277.39
20 - Commercial Roll-Off	\$26,236.99	2%	\$26,761.73	\$27,296.96
30 - Residential Collection	\$58,816.44	2%	\$59,992.77	\$61,192.62
40 - Commercial Recycling	\$26,946.23	2%	\$27,485.15	\$28,034.86
50 - Yard Waste Recycling	\$28,631.13	2%	\$29,203.75	\$29,787.83
59 - Commercial Food Scraps	\$5,071.51	2%	\$5,172.94	\$5,276.40
70 - Multi-Family Recycling	\$58,572.47	2%	\$59,743.92	\$60,938.80
80 - Vehicle Maintenance	\$11,079.68	2%	\$11,301.27	\$11,527.30
90 - Container Maintenance	\$13,129.41	2%	\$13,392.00	\$13,659.84
00 - Administration	\$12,536.96	2%	\$12,787.70	\$13,043.45
<b>Total</b>	<b>\$290,307.05</b>		<b>\$296,113.19</b>	<b>\$302,035.45</b>

*\*Expenses are incorporated into Schedule D by Department*

## TABLE J - LIABILITY INSURANCE EXPENSE BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
10 - Commercial FEL	N/A	N/A	
20 - Commercial Roll-Off	N/A	N/A	
30 - Residential Collection	N/A	N/A	
40 - Commercial Recycling	N/A	N/A	
50 - Yard Waste Recycling	N/A	N/A	
70 - Multi-Family Recycling	N/A	N/A	
80 - Vehicle Maintenance	N/A	N/A	
90 - Container Maintenance	N/A	N/A	
00 - Administration	\$250,832.13	\$255,773.52	\$260,812.26
<b>Total</b>	<b>\$250,832.13</b>	<b>\$255,773.52</b>	<b>\$260,812.26</b>

*\*Expenses are incorporated into Schedule D by Department*

**TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

	Proposed at Current		
	Dollars	Compensation	Compensation
	FY 20/21	Year 1 FY 21/22	Year 2 FY 22/23
<b>Department 80 - Vehicle Maintenance</b>	<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>
<b><i>Basis of Allocation - <u>Number of Trucks</u></i></b>			
10 - Commercial FEL	9.00	19.15%	19.15%
20 - Commercial Roll-Off	4.00	8.51%	8.51%
30 - Residential Collection	11.00	23.40%	23.40%
40 - Commercial & Industrial Recycling	5.00	10.64%	10.64%
50 - Yard Waste Recycling	6.00	12.77%	12.77%
59 - Commercial Food Scraps	1.00	2.13%	2.13%
70 - Multi-Family Recycling	11.00	23.40%	23.40%
<b>Total Trucks</b>	<b>47.00</b>	<b>100.00%</b>	<b>100.00%</b>

***Cost Allocated to Each Department***

10 - Commercial FEL	\$274,810.29	\$293,296.63	\$307,971.76
20 - Commercial Roll-Off	\$122,137.91	\$130,354.06	\$136,876.34
30 - Residential Collection	\$335,879.25	\$358,473.66	\$376,409.93
40 - Commercial & Industrial Recycling	\$152,672.39	\$162,942.57	\$171,095.42
50 - Yard Waste Recycling	\$183,206.86	\$195,531.09	\$205,314.51
59 - Commercial Food Scraps	\$30,534.48	\$32,588.51	\$34,219.08
70 - Multi-Family Recycling	\$335,879.25	\$358,473.66	\$376,409.93
<b>Total Vehicle Maintenance Costs</b>	<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>

**Department 90 - Container Maintenance**      **\$754,967.05**      **\$780,897.43**      **\$821,021.53**

***Basis of Allocation - Maintenance/Delivery Time (Hours)***

10 - Commercial FEL	302,663.73	40.09%	40.09%
20 - Commercial Roll-Off	22,607.52	2.99%	2.99%
30 - Residential Collection	214,635.67	28.43%	28.43%
40 - Commercial & Industrial Recycling	170,381.20	22.57%	22.57%
50 - Yard Waste Recycling	17,361.64	2.30%	2.30%
59 - Commercial Food Scraps	3,763.71	0.50%	0.50%
70 - Multi-Family Recycling	23,553.55	3.12%	3.12%
<b>Total Time</b>	<b>754,967.02</b>	<b>100.00%</b>	<b>100.00%</b>

***Cost Allocated to Each Department***

10 - Commercial FEL	\$302,663.74	\$313,059.14	\$329,144.76
20 - Commercial Roll-Off	\$22,607.52	\$23,384.01	\$24,585.53
30 - Residential Collection	\$214,635.68	\$222,007.63	\$233,414.84
40 - Commercial & Industrial Recycling	\$170,381.21	\$176,233.18	\$185,288.40
50 - Yard Waste Recycling	\$17,361.64	\$17,957.95	\$18,880.67
59 - Commercial Food Scraps	\$3,763.71	\$3,892.98	\$4,093.01
70 - Multi-Family Recycling	\$23,553.55	\$24,362.53	\$25,614.33
<b>Total Container Maintenance Costs</b>	<b>\$754,967.05</b>	<b>\$780,897.42</b>	<b>\$821,021.53</b>

**TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

	Proposed at Current		
	Dollars	Compensation	Compensation

	FY 20/21	FY 21/22	FY 22/23
<b>Department 00 - Administration</b>	<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>
<b><i>Basis of Allocation - # of Employees</i></b>			
10 - Commercial FEL	9.00	24%	24%
20 - Commercial Roll-Off	3.00	8%	8%
30 - Residential Collection	9.00	24%	24%
40 - Commercial & Industrial Recycling	2.00	5%	5%
50 - Yard Waste Recycling	5.00	13%	13%
59 - Commercial Food Scraps	1.00	3%	3%
70 - Multi-Family Recycling	8.20	22%	22%
<b>Total Headcount</b>	<b>37</b>	<b>100%</b>	<b>100%</b>
<b><i>Costs Allocated to Each Department</i></b>			
10 - Commercial FEL	\$1,177,422.82	\$1,225,395.17	\$1,258,051.30
20 - Commercial Roll-Off	\$392,474.27	\$408,465.06	\$419,350.43
30 - Residential Collection	\$1,177,422.82	\$1,225,395.17	\$1,258,051.30
40 - Commercial & Industrial Recycling	\$261,649.52	\$272,310.04	\$279,566.96
50 - Yard Waste Recycling	\$654,123.79	\$680,775.10	\$698,917.39
59 - Commercial Food Scraps	\$130,824.76	\$136,155.02	\$139,783.48
70 - Multi-Family Recycling	\$1,072,763.01	\$1,116,471.16	\$1,146,224.52
<b>Total Administration Costs</b>	<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>

**TABLE L - PROFIT ALLOCATION BY DEPARTMENT****CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Total Profits to be Allocated</b>	<b>\$1,754,505.09</b>	<b>\$1,674,848.94</b>	<b>\$1,740,305.38</b>
<b><i>Basis of Allocation - Total Operating Costs</i></b>			
10 - Commercial FEL	\$4,473,600.92	\$4,763,563.14	\$4,955,553.52
20 - Commercial Roll-Off	\$1,407,670.81	\$1,507,704.57	\$1,565,662.27
30 - Residential Collection	\$5,292,857.40	\$5,630,888.68	\$5,877,352.73
40 - Commercial & Industrial Recycling	\$1,174,032.38	\$1,241,484.39	\$1,294,795.36
50 - Yard Waste Recycling	\$2,124,925.28	\$2,266,601.76	\$2,357,450.67
59 - Commercial Food Scraps	\$428,234.97	\$459,861.67	\$449,765.47
70 - Multi-Family Recycling	\$3,985,409.50	\$4,263,916.53	\$4,424,345.84
<b>Total Operating Expense</b>	<b>\$18,886,731.27</b>	<b>\$20,134,020.74</b>	<b>\$20,924,925.88</b>
10 - Commercial FEL	23.69%	23.66%	23.68%
20 - Commercial Roll-Off	7.45%	7.49%	7.48%
30 - Residential Collection	28.02%	27.97%	28.09%
40 - Commercial & Industrial Recycling	6.22%	6.17%	6.19%
50 - Yard Waste Recycling	11.25%	11.26%	11.27%
59 - Commercial Food Scraps	2.27%	2.28%	2.15%
70 - Multi-Family Recycling	21.10%	21.18%	21.14%
<b>Percent of Total Operating Expense</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
<b><i>Profit Allocated to Each Department</i></b>			
10 - Commercial FEL	\$415,580.41	\$396,257.10	\$412,148.48
20 - Commercial Roll-Off	\$130,767.23	\$125,418.44	\$130,214.58
30 - Residential Collection	\$491,686.21	\$468,405.59	\$488,813.61
40 - Commercial & Industrial Recycling	\$109,063.12	\$103,272.90	\$107,686.85
50 - Yard Waste Recycling	\$197,397.43	\$188,547.31	\$196,066.84
59 - Commercial Food Scraps	\$39,781.39	\$38,253.60	\$37,406.55
70 - Multi-Family Recycling	\$370,229.30	\$354,693.99	\$367,968.47
<b>Total Profit Allocated</b>	<b>\$1,754,505.09</b>	<b>\$1,674,848.94</b>	<b>\$1,740,305.38</b>



**SPECIALTY SOLID WASTE AND RECYCLING FY21/22**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Dept	Description	Routes	Drivers	Helpers	Rte Trks	B/U Trks
10	Front-Load Commercial Refuse	9	9	0	9	
20	Roll-Off Industrial Refuse	3	3	0	2	2
30	Residential Refuse	7	7	0	7	2
30	On Demand Clean up	1	1	1	1	1
40	Commercial Cardboard Recycling	2	2	0	2	3
50	Residential Yardwaste Recycling	4.8	5	0	5	1
59	Commercial Food Scraps	1	1	0	1	0
70	Residential Curbside Recycling	6	6	0	6	2
70	Multi-Family Recycling / White Paper	2.2	2.2	0	2	1

1A	Multi-Family Food Scraps	3	3	0	3	1	1 year1, 2 year2, 3 year3
1B	Yard Trimmings	2	2	0	2	0	1 year1, 2 year 3
2A	Commercial Expanded Organics	2	2	0	2	1	1 year2, 2 year3
3 & 4	Bulky & Reuse	0	0	0	0	0	
6	Technical Assistance	0	0	0	0	0	
7	SB 1383	0	0	2	0	0	
8	Residential Cart Washing	0	0	0	0	0	
9	Downtown Service Area	0	0	0	0	0	
10	Fueling Station	0	0	0	0	0	

**Notes:**

Update as appropriate.

In Dept 20, the number of routes varies according to season, weather, and state of the economy.

In Dept 50, one of the routes runs only 4 days per week.

Dept 70 is divided into three sections: Residential curbside recycling, requiring 5 routes; white office paper recycling, requiring 1 route on Tuesdays only; and Multi Family recycling, requiring 1 route all week, and 1 route on Mondays, Wednesdays and Thursdays only.

Backup Trucks: Extra backup vehicles are classified into department 40, which can also be used in department 10. The extra vehicles are fully depreciated, apart from major repairs.

In Dept 30, as requested by the City, we have reduced one route, one driver and one truck, starting in FY1415.

In department 59, Commercial Food Scraps Collection increased to a full time route, Mon - Fri in FY1819. This will require adding a truck in FY1819, scheduled to be delivered in June 2018.

Dept 70 updated in FY19/20: Multi Family recycling, requiring 2 routes all week; White office paper requiring 1 route on Monday only. This is accounted in the 2.2 routes and 2.2 Drivers above.

In Dept 70, Route 708 Residential Curbside Recycling to begin March 2020.

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

SPECIALTY SOLID WASTE AND RECYCLING OPERATING STATISTICS - FY 21/22

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total	Re/Day
<b>COMMERCIAL</b>														
<b>Dept 10 - F/L Refuse</b>														
Stops	26,351	24,257	25,232	25,341	24,138	26,337	24,236	22,988	26,382	25,222	24,257	25,232	299,973	115
Tons	4,454.20	4,100.24	4,265.05	4,283.47	4,080.13	4,451.83	4,096.69	3,885.74	4,459.44	4,263.36	4,100.24	4,265.05	50,705.42	19.43
Route Hours													0	0
<b>Dept 20 - R/O Refuse</b>														
Stops	593	545	564	568	545	590	542	516	593	568	545	564	6,733	9
Tons	1,819.45	1,672.17	1,730.47	1,742.74	1,672.17	1,810.24	1,662.97	1,583.19	1,819.45	1,742.74	1,672.17	1,730.47	20,658.22	26.48
Route Hours													0	0
<b>Refuse Subtotal</b>	<b>6,273.64</b>	<b>5,772.41</b>	<b>5,995.51</b>	<b>6,026.21</b>	<b>5,752.30</b>	<b>6,262.07</b>	<b>5,759.66</b>	<b>5,468.93</b>	<b>6,278.88</b>	<b>6,006.10</b>	<b>5,772.41</b>	<b>5,995.51</b>	<b>71,363.64</b>	
<b>Dept 40 - Cardboard</b>														
Stops	7,403	6,756	7,059	7,076	6,756	7,390	6,745	6,428	7,387	7,076	6,756	7,059	83,891	161
Tons	335.11	305.83	319.54	320.31	305.83	334.53	305.33	290.98	334.39	320.31	305.83	319.54	3,797.53	7.30
Route Hours													0	0
<b>Dept 70 - W/O Paper</b>														
Stops	1,364	1,705	1,364	1,364	1,705	1,364	1,364	1,364	1,705	1,364	1,705	1,364	17,732	341
Tons	10.14	12.67	10.14	10.14	12.67	10.14	10.14	10.14	12.67	10.14	12.67	10.14	131.80	2.53
Route Hours													0	0
<b>Dept 70 - Multi-Family</b>														
Stops	20,523	18,812	19,655	19,604	18,812	20,519	18,740	17,868	20,599	19,604	18,812	19,655	233,203	448
Tons	164.15	150.46	157.21	156.80	150.46	164.12	149.89	142.91	164.76	156.80	150.46	157.21	1,865.24	3.59
Route Hours													0	0
<b>Recycling Subtotal</b>	<b>509.40</b>	<b>468.96</b>	<b>486.89</b>	<b>487.25</b>	<b>468.96</b>	<b>508.78</b>	<b>465.36</b>	<b>444.03</b>	<b>511.82</b>	<b>487.25</b>	<b>468.96</b>	<b>486.89</b>	<b>5,794.56</b>	
<b>Commercial Tons</b>	<b>6,783.04</b>	<b>6,241.38</b>	<b>6,482.40</b>	<b>6,513.46</b>	<b>6,221.26</b>	<b>6,770.85</b>	<b>6,225.01</b>	<b>5,912.96</b>	<b>6,790.70</b>	<b>6,493.35</b>	<b>6,241.38</b>	<b>6,482.40</b>	<b>77,158.20</b>	
<b>Diversion</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.48%</b>	<b>7.54%</b>	<b>7.51%</b>	<b>7.48%</b>	<b>7.51%</b>	<b>7.54%</b>	<b>7.50%</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.51%</b>	
<b>RESIDENTIAL</b>														
<b>Dept 30 - Res Refuse</b>														
Stops	140,701	129,536	135,868	134,411	129,536	141,651	128,628	123,020	142,384	134,411	129,536	135,868	1,605,550	772
Tons	1,810.48	1,666.81	1,748.29	1,729.54	1,666.81	1,822.70	1,655.13	1,582.96	1,832.13	1,729.54	1,666.81	1,748.29	20,659.47	9.93
Route Hours													0.00	0
<b>Refuse Subtotal</b>	<b>1,810.48</b>	<b>1,666.81</b>	<b>1,748.29</b>	<b>1,729.54</b>	<b>1,666.81</b>	<b>1,822.70</b>	<b>1,655.13</b>	<b>1,582.96</b>	<b>1,832.13</b>	<b>1,729.54</b>	<b>1,666.81</b>	<b>1,748.29</b>	<b>20,659.47</b>	
<b>Dept 50 - Yard Waste</b>														
Stops	122,583	112,333	117,702	117,078	112,333	123,028	111,752	106,804	123,231	117,078	112,333	117,702	1,393,957	1,117
Set-Outs	61,068	55,961	58,636	58,325	55,961	61,289	55,672	53,207	61,390	58,325	55,961	58,636	694,432	556
Tons	1,492.51	1,367.71	1,433.08	1,425.48	1,367.71	1,497.93	1,360.63	1,300.39	1,500.40	1,425.48	1,367.71	1,433.08	16,972.10	13.60
Route Hours													0	0
<b>Dept 70 - Curbside</b>														
Stops	132,317	121,328	127,416	126,409	121,328	133,020	120,805	115,524	133,520	126,409	121,328	127,416	1,507,420	966
Set-Outs	107,641	98,702	103,654	102,835	98,946	108,213	98,276	93,980	108,620	102,835	98,946	103,654	1,226,301	786
Route Hours													0	0
<b>Participation</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	
Mixed Tons	674.09	618.11	649.12	643.99	619.64	677.67	615.44	588.54	680.22	643.99	619.64	649.12	7,679.57	4.92
Curbside Tons	674.09	618.11	649.12	643.99	619.64	677.67	615.44	588.54	680.22	643.99	619.64	649.12	7,679.57	4.92
<b>Recycling Subtotal</b>	<b>2,166.60</b>	<b>1,985.82</b>	<b>2,082.20</b>	<b>2,069.47</b>	<b>1,987.34</b>	<b>2,175.60</b>	<b>1,976.20</b>	<b>1,888.93</b>	<b>2,180.62</b>	<b>2,069.47</b>	<b>1,987.34</b>	<b>2,082.20</b>	<b>24,651.67</b>	
<b>Residential Tons</b>	<b>3,977.07</b>	<b>3,652.62</b>	<b>3,830.49</b>	<b>3,799.01</b>	<b>3,654.15</b>	<b>3,998.30</b>	<b>3,631.20</b>	<b>3,471.89</b>	<b>4,012.75</b>	<b>3,799.01</b>	<b>3,654.15</b>	<b>3,830.49</b>	<b>45,311.14</b>	
<b>Diversion</b>	<b>54.48%</b>	<b>54.37%</b>	<b>54.36%</b>	<b>54.47%</b>	<b>54.39%</b>	<b>54.41%</b>	<b>54.42%</b>	<b>54.41%</b>	<b>54.34%</b>	<b>54.47%</b>	<b>54.39%</b>	<b>54.36%</b>	<b>54.41%</b>	
<b>Total Tons</b>	<b>10,760.12</b>	<b>9,894.00</b>	<b>10,312.89</b>	<b>10,312.47</b>	<b>9,875.41</b>	<b>10,769.15</b>	<b>9,856.22</b>	<b>9,384.85</b>	<b>10,803.45</b>	<b>10,292.36</b>	<b>9,895.53</b>	<b>10,312.89</b>	<b>122,469.34</b>	
<b>Recycling Tons</b>	<b>2,676.00</b>	<b>2,454.78</b>	<b>2,569.09</b>	<b>2,556.72</b>	<b>2,456.31</b>	<b>2,684.38</b>	<b>2,441.43</b>	<b>2,332.96</b>	<b>2,692.44</b>	<b>2,556.72</b>	<b>2,456.31</b>	<b>2,569.09</b>	<b>30,446.23</b>	
<b>Diversion</b>	<b>24.87%</b>	<b>24.81%</b>	<b>24.91%</b>	<b>24.77%</b>	<b>24.87%</b>	<b>24.93%</b>	<b>24.77%</b>	<b>24.86%</b>	<b>24.92%</b>	<b>24.84%</b>	<b>24.82%</b>	<b>24.91%</b>	<b>24.86%</b>	

\*Tons should match tons indicated on Dept Sum Tab

## City of Sunnyvale - Add-on Services Proposal Form 1A Multi-Family Food Scraps Program

### CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Assumed Collected Tons</b>				
<b>Multi-Family Food Scraps</b>				
<b>Cost of Operations</b>				
	Regular Wages	0.00%	\$63,994.67	\$167,440.00
	Overtime	0.00%	\$0.00	\$0.00
	Holiday Worked	0.00%	\$2,953.60	\$7,728.00
	Vac/Sick Payoff	0.00%	\$5,414.93	\$14,168.00
	Payroll Taxes	0.00%	\$5,535.78	\$14,484.20
	Workers' Comp Ins.	3%	\$4,309.04	\$11,095.78
	Pension Benefits	0.00%	\$9,568.00	\$28,080.00
	Health/Welfare	5%	\$25,424.99	\$66,740.61
	Employee/Med Exams	0.00%	\$166.67	\$416.67
<b>Labor Costs</b>			<b>\$117,367.69</b>	<b>\$310,153.26</b>
				<b>264%</b>
	Taxes and Licenses	1.97%	\$6,789.42	\$18,791.46
	Repairs & Maintenance	1.97%	\$5,541.67	\$16,145.25
	Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$6,374.08	\$18,035.31
	Tires	1.97%	\$2,820.42	\$7,806.23
<b>Vehicle Costs</b>			<b>\$21,525.58</b>	<b>\$60,778.25</b>
	Equipment Insurance	2.00%	\$2,811.67	\$8,194.00
	Uniforms	1.97%	\$917.33	\$2,338.51
<b>Other</b>			<b>\$3,729.00</b>	<b>\$10,532.51</b>
<b>Depreciation</b>			<b>\$33,816.67</b>	<b>\$100,938.51</b>
<b>Interest (Exclude Overhead)</b>			<b>\$34,144.90</b>	<b>\$42,139.34</b>
	80 - Vehicle Maintenance		\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00
	00 - Administration		\$0.00	\$0.00
<b>Allocated Costs</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>Annual Cost of Operations</b>			<b>\$210,583.83</b>	<b>\$524,541.86</b>
<b>Operating Ratio Profit (exclude interest)</b>			<b>0.9225</b>	<b>\$14,822.78</b>
<b>Additional Annual Cost of Operations</b>			<b>\$225,406.62</b>	<b>\$565,068.90</b>

## City of Sunnyvale - Add-on Services Proposal Form 1B Multi-Family Yard Trimmings Program

### CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	
<b>Assumed Collected Tons</b>				
<b>Multi-Family Yard Trimmings</b>				
<b>Cost of Operations</b>				
	Regular Wages	0.00%	\$55,995.33	\$100,464.00
	Overtime	0.00%	\$0.00	\$0.00
	Holiday Worked	0.00%	\$2,584.40	\$4,636.80
	Vac/Sick Payoff	0.00%	\$4,738.07	\$8,500.80
	Payroll Taxes	0.00%	\$4,843.81	\$8,690.52
	Workers' Comp Ins.	3.00%	\$3,770.41	\$6,657.47
	Pension Benefits	0.00%	\$8,372.00	\$16,848.00
	Health/Welfare	5.00%	\$22,246.87	\$40,044.37
	Employee/Med Exams	0.00%	\$145.83	\$250.00
<b>Labor Costs</b>			<b>\$102,696.72</b>	<b>\$186,091.95</b>
	Taxes and Licenses	1.97%	\$6,789.42	\$11,868.29
	Repairs & Maintenance	1.97%	\$5,541.67	\$9,687.15
	Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$6,374.08	\$11,123.69
	Tires	1.97%	\$2,820.42	\$4,930.25
<b>Vehicle Costs</b>			<b>\$21,525.58</b>	<b>\$37,609.37</b>
	Equipment Insurance	2.00%	\$2,811.67	\$4,916.40
	Uniforms	1.97%	\$802.67	\$1,403.11
<b>Other</b>			<b>\$3,614.33</b>	<b>\$6,319.51</b>
<b>Depreciation</b>			<b>\$48,410.23</b>	<b>\$96,820.47</b>
<b>Interest (Exclude Overhead)</b>			<b>\$32,192.80</b>	<b>\$28,804.09</b>
	80 - Vehicle Maintenance		\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00
	00 - Administration		\$0.00	\$0.00
<b>Allocated Costs</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>Annual Cost of Operations</b>			<b>\$208,439.68</b>	<b>\$355,645.39</b>
<b>Operating Ratio Profit (exclude interest)</b>		<b>0.9225</b>	<b>\$14,806.65</b>	<b>\$27,458.21</b>
<b>Additional Annual Cost of Operations</b>			<b>\$223,246.33</b>	<b>\$383,103.60</b>

## City of Sunnyvale - Add-on Services Proposal Form 2A Expanded Commercial Food Scraps Program

### CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Assumed Tonnage</b>				
<b>Expanded Commercial Food Scraps Program</b>				
<b>Cost of Operations</b>				
	Regular Wages	0.00%	\$0.00	\$66,976.00
	Overtime	0.00%	\$0.00	\$0.00
	Holiday Worked	0.00%	\$0.00	\$3,091.20
	Vac/Sick Payoff	0.00%	\$0.00	\$5,667.20
	Payroll Taxes	0.00%	\$0.00	\$5,793.68
	Workers' Comp Ins.	3.00%	\$0.00	\$4,438.31
	Pension Benefits	0.00%	\$0.00	\$11,232.00
	Health/Welfare	5.00%	\$0.00	\$26,696.24
	Employee/Med Exams	0.00%	\$0.00	\$166.67
<b>Labor Costs</b>			<b>\$0.00</b>	<b>\$124,061.30</b>
	Taxes and Licenses	1.97%	\$0.00	\$12,217.71
	Repairs & Maintenance	1.97%	\$0.00	\$11,640.73
	Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$0.00	\$7,284.67
	Tires	1.97%	\$0.00	\$3,286.83
<b>Vehicle Costs</b>			<b>\$0.00</b>	<b>\$34,429.93</b>
	Equipment Insurance	2.00%	-	5,735.80
	Uniforms	1.97%	\$0.00	935.4048
<b>Other</b>			<b>\$0.00</b>	<b>\$6,671.20</b>
<b>Depreciation</b>			<b>\$0.00</b>	<b>\$54,095.99</b>
<b>Interest (Exclude Overhead)</b>			<b>\$0.00</b>	<b>\$52,623.69</b>
	80 - Vehicle Maintenance		\$0.00	
	90 - Container Maintenance		\$0.00	
	00 - Administration		\$0.00	
<b>Allocated Costs</b>			<b>\$0.00</b>	
<b>Annual Cost of Operations</b>			<b>\$0.00</b>	<b>\$271,882.11</b>
<b>Operating Ratio Profit (exclude interest)</b>			<b>0.9225</b>	<b>\$18,420.08</b>

<b>Additional Annual Cost of Operations</b>	<b>\$0.00</b>	<b>\$290,302.20</b>
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**City of Sunnyvale - Add-on Services Proposal Form**  
**6 Technical Assistance**  
**NEW AGREEMENT COST FORMS**

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary		Index	Compensation Total 1 FY 21/22	Compensation Total 2 FY 22/23
<b>Technical Assistance</b>				
Cost of Operations				
	Regular Wages			
	Overtime			
	Holiday Worked			
	Vac/Sick Payoff			
	Payroll Taxes			
	Workers' Comp Ins.			
	Pension Benefits			
	Health/Welfare			
	Employee/Med Exams			
<b>Labor Costs</b>			<b>\$0.00</b>	<b>\$0.00</b>
	Taxes and Licenses			
	Repairs & Maintenance	1.97%	\$ 125,578	\$ 141,578
	Gas & Oil (Diesel Costs)			
	Gas & Oil (RNG Costs)			
	Tires			
<b>Vehicle Costs</b>			<b>\$125,577.50</b>	<b>\$141,577.50</b>
	Equipment Insurance			
	Uniforms			
	Subcontractor	0.00%	\$60,000.00	\$60,000.00
<b>Other</b>			<b>\$60,000.00</b>	<b>\$60,000.00</b>
				SCS subcontractor
<b>Depreciation</b>			<b>\$20,000.00</b>	<b>\$20,000.00</b>
				SOFT-PAK & RouteSmart
<b>Interest (Exclude Overhead)</b>			<b>\$3,325.00</b>	<b>\$2,975.00</b>
	80 - Vehicle Maintenance		\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00
	00 - Administration		\$0.00	\$0.00
<b>Allocated Costs</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>Annual Cost of Operations</b>			<b>\$208,902.50</b>	<b>\$224,552.50</b>

<b>Operating Ratio Profit (exclude interest)</b>	<b>0.9225</b>	<b>\$17,270.74</b>	<b>\$18,614.91</b>
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<b>Additional Annual Cost of Operations</b>	<b>\$226,173.24</b>	<b>\$243,167.41</b>
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**Technology upgrades with SoftPak were deferred from year 1 to 3 and may need revision at time of implementation.**

	1	2
Repairs and Maintenance Details		
Annual maintance of Soft-Pak	\$ -	\$ -
Annual map update RouteSmart	-	5,000
Annual maintance of RouteSmart	-	11,000
1st Year 20,000 Shopping Totes	50,578	50,578
Truck tablets - \$5K per truck X 45 trucks	75,000	75,000
	<u>\$ 125,578</u>	<u>\$ 141,578</u>

**CITY OF SUNNYVALE - Add-on Services Proposal Form  
7 Other 1383 Requirements  
NEW AGREEMENT COST FORMS**

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary		Index	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Other 1383 Requirements</b>					
Cost of Operations					
	Regular Wages	0.00%		\$155,848.56	\$160,524.02
	Overtime	0.00%		\$0.00	\$0.00
	Holiday Worked	0.00%		\$7,193.01	\$7,408.80
	Vac/Sick Payoff	0.00%		\$13,187.19	\$13,582.80
	Payroll Taxes	0.00%		\$13,481.50	\$13,885.94
	Workers' Comp Ins.	3%		\$12,550.60	\$12,927.12
	Pension Benefits	0.00%		\$15,584.86	\$16,052.40
	Health/Welfare	5%		\$76,274.98	\$80,088.73
	Employee/Med Exams	0.00%		\$500.00	\$500.00
<b>Labor Costs</b>			<b>\$0.00</b>	<b>\$294,620.69</b>	<b>\$304,969.81</b>
	Taxes and Licenses	1.97%			
	Repairs & Maintenance	1.97%		\$0.00	
	Gas & Oil (Diesel Costs)	15.23%			
	Gas & Oil (RNG Costs)	1.80%			
	Tires	1.97%			
<b>Vehicle Costs</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Equipment Insurance	2%			
	Uniforms	1.97%			
	Subcontractor				
<b>Other</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Depreciation</b>			<b>\$0.00</b>	<b>\$12,857.14</b>	<b>\$12,857.14</b>
<b>Interest (Exclude Overhead)</b>			<b>\$0.00</b>	<b>\$2,992.50</b>	<b>\$2,677.50</b>
	80 - Vehicle Maintenance		\$0.00	\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00	\$0.00
	00 - Administration		\$0.00	\$20,500.00	\$20,903.85
<b>Allocated Costs</b>			<b>\$0.00</b>	<b>\$20,500.00</b>	<b>\$20,903.85</b>
<b>Annual Cost of Operations</b>			<b>\$0.00</b>	<b>\$330,970.34</b>	<b>\$341,408.31</b>
<b>Operating Ratio Profit (exclude interest)</b>		<b>0.9225</b>	<b>\$0.00</b>	<b>\$27,553.69</b>	<b>\$28,457.06</b>
<b>Additional Annual Cost of Operations</b>			<b>\$0.00</b>	<b>\$358,524.03</b>	<b>\$369,865.37</b>

**ALLOCATED DEPARTMENTAL SUMMARY  
CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS**

	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Department 00 - Administration</b> Cost of Operations			

Labor Costs			
Vehicle Costs			
Other		\$ 20,500	\$20,903.85
Depreciation	\$0.00	\$0.00	
Interest	\$0.00	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	<b>\$20,500.00</b>	<b>\$20,903.85</b>

	1383	Core Ops	Total
<u>Other admin costs:</u>			
Truck Signs	2,000	-	2,000
Container swap notices	15,000	-	15,000
Corrective action tags	-	5,000	5,000
Holiday postcards	-	15,000	15,000
Website maintenance	3,000	3,300	6,300
Christmas tree mailer	-	700	700
Recycling and organic posters	500	-	500
	<u>\$ 20,500</u>	<u>\$ 24,000</u>	<u>\$ 44,500</u>

**City of Sunnyvale - Add-on Services Proposal Form  
10 Fueling Station  
NEW AGREEMENT COST FORMS**

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Fueling Station</b>			
Cost of Operations			
	Regular Wages		
	Overtime		
	Holiday Worked		
	Vac/Sick Payoff		
	Payroll Taxes		
	Workers' Comp Ins.		
	Pension Benefits		
	Health/Welfare		
	Employee/Med Exams		
<b>Labor Costs</b>		<b>\$0.00</b>	
	Taxes and Licenses 1.97%	\$22,940.00	\$23,391.92
	Repairs & Maintenance		
	Gas & Oil (Diesel Costs)		
	Gas & Oil (RNG Costs)		
	Tires		
<b>Vehicle Costs</b>		<b>\$22,940.00</b>	<b>\$23,391.92</b>
	Equipment Insurance		
	Uniforms		
	Subcontractor		
<b>Other</b>		<b>\$0.00</b>	
<b>Depreciation</b>		<b>\$140,204.36</b>	<b>\$140,204.36</b>
<b>Interest (Exclude Overhead)</b>		<b>\$69,926.92</b>	<b>\$62,566.20</b>
	80 - Vehicle Maintenance	\$0.00	
	90 - Container Maintenance	\$0.00	
	00 - Administration	\$0.00	
<b>Allocated Costs</b>		<b>\$0.00</b>	
<b>Annual Cost of Operations</b>		<b>\$233,071.28</b>	<b>\$226,162.47</b>
<b>Operating Ratio Profit (exclude interest)</b>		<b>0.9225</b>	<b>\$13,705.89</b>
<b>Additional Annual Cost of Operations</b>		<b>\$246,777.18</b>	<b>\$239,906.33</b>

**List Proposed Operational Changes & Cost Impact**  
 -- Operational Changes Summary  
 -- Cost Impact Summary

Fueling Station Cost Estimate 1,999,763

Note that of the total fueling station cost, about \$390,910 represents modifications to the system to make it "slow fill", which is about \$26,000 annually depreciated over 15 years.

**LOADED COST FOR DRIVER**

	Projected FY 20/21	Projected FY 21/22	Projected FY 22/23
<b>Labor Costs</b>			
Regular Wages	92,300.00	95,992.00	100,464.00
Overtime	0.00	0.00	0.00
Holiday Worked	4,260.00	4,430.40	4,636.80
Vac Payout	3,550.00	3,692.00	3,864.00
Sick payout	4,260.00	4,430.40	4,636.80
Payroll Taxes	7,984.31	8,303.68	8,690.52
Workers' Comp Ins. 3.00%	6,275.30	6,463.56	6,657.47
Pension Benefits	12,376.00	14,352.00	16,848.00
Health/Welfare 5.00%	36,321.42	38,137.49	40,044.37
Employee/Med Exams 0.00%	250.00	250.00	250.00
<b>Total Department 000</b>	<b>\$167,577.05</b>	<b>\$176,051.55</b>	<b>\$186,091.97</b>

**New Union Wages Effective 1/1/20:**

Route Driver	1/1/2019	1/1/2020	1/1/2021	1/1/2022
	\$ 41.98	\$ 43.60	\$ 45.15	\$ 47.15
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>
Average Rate for Fiscal Years	\$ 42.79	\$ 44.38	\$ 46.15	\$ 48.30
<b>Effective rate increase</b>		<b>3.70%</b>	<b>4.00%</b>	<b>4.66%</b>
<b>Mechanic</b>				
	1/1/2019	1/1/2020	1/1/2021	1/1/2022
	\$ 43.91	\$ 45.53	\$ 47.08	\$ 49.08
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>
Average Rate for Fiscal Years	\$ 44.72	\$ 46.31	\$ 48.08	\$ 50.23
Effective rate increase		3.54%	3.83%	4.47%
<b>Pension</b>				
	1/1/2019	1/1/2020	1/1/2021	1/1/2022
	\$ 5.20	\$ 5.50	\$ 6.40	\$ 7.40
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>
Average Rate for Fiscal Years	\$ 5.35	\$ 5.95	\$ 6.90	\$ 8.10
Effective rate increase		11.21%	15.97%	17.39%

**LOADED COST FOR SUPERVISOR**

	Projected FY 20/21	Projected FY 21/22	Projected FY 22/23
<b>Labor Costs</b>			
Regular Wages 3.00%	75,654.64	77,924.28	80,262.01
Overtime 3.00%	0.00	0.00	0.00
Holiday Worked 3.00%	3,491.75	3,596.51	3,704.40
Vac Payout 3.00%	2,909.79	2,997.09	3,087.00
Sick payout 3.00%	3,491.75	3,596.51	3,704.40
Payroll Taxes	6,544.42	6,740.75	6,942.97
Workers' Comp Ins. 3.00%	12,000.00	12,360.00	12,730.80
Pension Benefits	7,565.46	7,792.43	8,026.20
Health/Welfare 5.00%	36,321.42	38,137.49	40,044.37
Employee/Med Exams 0.00%	250.00	250.00	250.00
<b>Total Department 000</b>	<b>\$148,229.24</b>	<b>\$153,395.05</b>	<b>\$158,752.15</b>

DEPT	EMPLOYEE
10	Bergman, Mark
	Guzman, Gerardo
	Ibarra, Alejandro
	Macias-Martinez, Silvano
	Nuno, Oscar
	Ortega, Eduardo
	Ramos, Rodolfo
	Santana, James
	Villasenor-Arreola, Rafael
9	
20	Freitas, Gary
	Garcia, Bernabe Employee Opening
2	
30	Armer, Rick
	Colin, Octavio
	Del Rio, Daniel
	Dominguez, David
	Guzman, Marco
	Lewis, Brad
	Lewis, Keith
	Robinson, Tom
Rojas Montes, Joel	
9	
CASUAL	Ballard Jr, Stephen
	Cardenas, Juan
	Duenas, Felipe
	Garcia, Jesus
	Martinez Nerio, Fernando
	Montes Jr, Alberto
	Quinones-Villalobos, German
	Ruelas, Alejandro
	Torres, Arturo
	Tovar, Erik
10	

DEPT	EMPLOYEE
40	Loera, Leopoldo (Leo)
	Velez-Arreola, Joel A.
2	
50	Berry, Angus
	Burke, Sean
	Galindo, Cervando
	Garza, Victor
	Godinez, Hector
5	
59	Employee Opening
0	
70	Cervantes, Cristian
	Cordova Estrada, Aldo
	Escamilla, Adam Abel
	Largaespada, Miguel
	Loya, Raymond
	Murillo Gutierrez, Edgar
7	
80	O'Connor, Timothy
	Renteria, Enrique (Ricky)
	Richcreek, Darold
	Whalen, John
	Wright, Stephen
	Yamaguchi, Alan
	Employee Opening
6	
90	Coote, Jeffrey
	Gomez, Moises
	Ocegueva, Gustavo
	Jason Trejo
4	

<b>TOTAL UNION EMPLOYEES: 54</b>
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(does not include 'Employee Opening' headcounts)

Copies (7):  
Monica, Renee, Rebecca, Nick, Tomer, Robert, Glenn

**City of Sunnyvale - Add-on Services Proposal Form  
3 Multi-Family Bulky Collection  
NEW AGREEMENT COST FORMS**

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
<b>Assumed Level of Participation - small complexes</b>			<b>50%</b>	
<b>Total Estimated Multi-Family Units</b> 10,545				
<b>Assumed Level of Participation - large complexes</b>			<b>25%</b>	
<b>Total Estimated Multi-Family Units</b> 13,413				
Calculated Units Served			8,626	
<b>Multi-Family Bulky Collection</b>				
Cost of Operations				
Regular Wages	0.00%	\$92,300.00	\$0.00	
Overtime	0.00%	\$0.00	\$0.00	
Holiday Worked	0.00%	\$4,260.00	\$0.00	
Vac/Sick Payoff	0.00%	\$7,810.00	\$0.00	
Payroll Taxes	0.00%	\$7,984.31	\$0.00	
Workers' Comp Ins.	3.00%	\$6,275.30	\$0.00	
Pension Benefits	0.00%	\$12,376.00	\$0.00	
Health/Welfare	5.00%	\$36,321.42	\$0.00	
Employee/Med Exams	0.00%	\$250.00	\$0.00	
<b>Labor Costs</b>		<b>\$167,577.03</b>	<b>\$0.00</b>	
Taxes and Licenses	1.97%	\$2,530.19	\$0.00	
Repairs & Maintenance	1.97%	\$2,554.21	\$0.00	
Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00	
Gas & Oil (RNG Costs)	1.80%	\$6,287.57	\$0.00	
Tires	1.97%	\$4,810.94	\$0.00	
<b>Vehicle Costs</b>		<b>\$16,182.91</b>	<b>\$0.00</b>	
Equipment Insurance	2.00%	\$2,751.24	\$0.00	
Uniforms	1.97%	\$1,369.15	\$0.00	
<b>Other</b>		<b>\$4,120.39</b>	<b>\$0.00</b>	
<b>Depreciation</b>		<b>\$27,054.70</b>	<b>\$0.00</b>	
<b>Interest (Exclude Overhead)</b>		<b>\$9,469.15</b>	<b>\$0.00</b>	
80 - Vehicle Maintenance		\$0.00	\$0.00	
90 - Container Maintenance		\$0.00	\$0.00	
00 - Administration		\$0.00	\$0.00	

Proposed Equipment Costs	
	21/22 Cost
1 Flatbed Boom Truck	\$ 256,698
1 30 Yd Bin	6,706
1 40 Yd Bin	7,143
<b>TOTAL</b>	<b>\$ 270,547</b>

Number of Employees 1



Allocated Costs		\$0.00	
<b>Annual Cost of Operations</b>		<b>\$224,404.17</b>	<b>\$0.00</b>
<b>Operating Ratio Profit (exclude interest)</b>	<b>0.9225</b>	<b>\$18,056.87</b>	<b>\$0.00</b>
<b>Additional Annual Cost of Operations</b>		<b>\$242,461.04</b>	<b>\$0.00</b>

**EXHIBIT G3:  
PROPOSAL REVIEW AND NEGOTIATION  
DOCUMENTATION**

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**EXHIBIT G3 - PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION  
1. TERM SHEET**

This Term Sheet lists the scope and cost revisions discussed by the parties through the November 2<sup>nd</sup> City-Specialty meeting, cost form revisions shared with Specialty immediately following the November 2<sup>nd</sup> meeting, the negotiations of December 15<sup>th</sup>, 21<sup>st</sup>, 28<sup>th</sup>, and January 5<sup>th</sup>, follow-up communications regarding the fueling station, and other communications. The changes are cumulative with relation to the scope of work as proposed in Specialty's May proposal and the cost forms submitted July 16<sup>th</sup> reflecting the new CBA. The Term Sheet identifies where specific issues are addressed in the Agreement. Should there be a conflict of interpretation of a specific issue between the language of this Term Sheet and the language contained in another provision(s) of the Agreement, the latter shall prevail.

**Cost Forms** - Specialty has provided a total of four sets of final cost forms, two each for the two Term options provided in Section 2.1 (and Section 6.3 and 8.3), as follows:

1. For the 10 Year Term: One set for Contract Years One (1) and Two (2) to be included in the Agreement, and one reflecting Contract Years One (1) through Four (4) for City and Contractor reference during the annual compensation reviews, and
2. For the 10 Year + 5 Year Term: One set for Contract Years One (1) and Two (2) to be included in the Agreement, and one reflecting Contract One (1) through Four (4) for reference during the City and Contractor annual compensation reviews.

Following Council selection of a Term option, the applicable set of Contract Year One (1) and Two (2) forms will become Exhibit G2 Cost Basis for Proposal.

**Specialty Offers** – Following are offers included with Specialty's original proposal and accepted by the City, and that are not otherwise addressed in the Term Sheet:

1. Freeze on executive compensation for Contract Years One through Four
  - a. Cost forms: Table 'B Labor' Row 136
  - b. Agreement: Exhibit E Section 2B.13
2. Freeze on facility rent charges for Contract Years One through Four
  - a. Cost forms. Completed/location(s): Table 'D Other' Row 82
  - b. Agreement: Exhibit E Section 2B.14
3. New credit card vendor reduces cost
  - a. Cost forms: Table 'D Other' Row 97
4. Owner contribution towards food recovery
  - a. Agreement. Completed/location(s): Section 4.8.4
5. No profit on interest charges
  - a. Cost forms: Calculated at Table A 'Pmt Sum' Row 17 and 'Executive Summary' Row 99
  - b. Agreement: Identified as a non-allowable cost Exhibit E, Section 2.B.13.

#### **Annual Compensation Reviews**

1. Contract Year One (1) compensation is as provided in the cost forms with Council approval of the new franchise agreement. Ref. 'Executive Summary' Row 22
2. Contract Year Two (2) Contractor's Payment process: Agreement Section 8.3.D.
3. Contractor's Payment process beginning Contract Year Three (3) on continues use of the full administrative process defined in Article 8 and Exhibit E, consistent with past practice.

**Container Life** – New default assumptions for cart replacement.

1. Cost forms: 'Asset Replacement Sch' and 'Depr 10yr'.
2. Agreement: Exhibit E asset life table.

**Container Replacement** - Yard trimmings cart replacement shifted out from Years 1 and 2, to Years 2 and 3. Cost forms: 'Asset Replacement Sch' Row 109.

**Truck Life** – New default assumption for truck replacement. Earlier proposed replacement to be supported by maintenance records indicating added cost that supports earlier replacement.

1. Cost forms: 'Asset Replacement Sch'.
2. Agreement: Exhibit E asset life table.

**Truck Purchases** - Year 1 planned replacement truck purchases for Base Services and new purchases for New/Expanded organics collection services, and projected purchases for Years 2 through 4. For purposes of determining Year 1 compensation, trucks purchased for Year 1 are assumed to be placed in service on January 1, 2022, with six months of depreciation allocated to Year 1.

1. Cost forms: 'Asset Replacement Sch' and 'Depr 10yr', note spares are on in cell C11 and D11 'Asset Replacement Sch'.
2. Agreement: Exhibit G6 SB 1383 Implementation Assumptions.

**Operating Stats Tabs – Trucks and Containers** – Cost forms: Op Stats Tab revised so trucks and containers align with the updated route and truck information contained in Exhibit G6 SB 1383 Implementation Assumptions.

#### **New/Expanded Services - Initial Assumptions**

1. Table of initial assumptions for accounts, tonnages, and participation rates for Multi-Family and Commercial Food Scraps and Yard Trimmings. Agreement: Exhibit G6 SB 1383 Implementation Assumptions. Cost forms: 'Op Stats-Trucks'
2. Agreement: Contractor commitment to meeting initial multi-family organics collection implementation needs. Agreement: Exhibit B2 Multi-Family Residential Services, Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection.

**Container Labeling** - Cost form adjustment: Cost of container labeling to be depreciated over ten years, rather than expensed in Year 1. Added fixed asset cost at 'Asset Replacement Sch' Row 109.

#### **SB 1383 – New Contractor Staff Positions**

1. Cost forms: Retain SB 1383 Compliance Manager and Outreach and Education Specialist positions as proposed. Cost forms: Ref. '7\_Other SB 1383' Row 13 to 21.
2. Cost forms: Addition of a modular office in Contract Year 2 to add extra office space for the two new employees: Tab "Asset Replacement Sch" Cell C115
3. Agreement: Roles and responsibilities of the SB 1383 Compliance Manager and Outreach and Education Specialist. Agreement: Section 4.8., Exhibit E Section 2B.15

### **SB 1383 Reserves**

1. Cost forms: Eliminate Year 1 and 2 reserved amounts of \$100,000 per year. . . Removed from cost forms.
2. Agreement: City funding of a SB 1383 "reserve". Agreement: Sections 4.8. and 8.3.D

### **Downtown Service**

1. Cost forms: Remove cost from the forms. Removed from Cost Forms from '9\_Downtown Service Area'
2. Agreement: Service is to be provided on a per-fee subscription basis outside of the City rate structure, as demand allows, and in compliance with the Municipal Code: Section 5.3.E.
3. Agreement: Specialty administrative fee related to downtown service: Section 5.3.E.

### **Fueling Station**

1. Agreement: Plan for renovation: Proposal in Exhibit G1 Technical Proposal, Section 5.4.D, and Contractor email to City representative of November 11<sup>th</sup> contained in this Exhibit G3 Proposal Review and Negotiation Documentation, and the summary assumptions noted in Item 4.
2. Cost forms: Facility renovation to be depreciated over 15 years rather than 10 years. 'Depr 10yr' Row 57 and 58
3. Cost forms: Reduce projected overtime based on when slow fill is projected to be operational, based on Item 4. OT was not adjusted because the FY20/21 base numbers used to develop Contract Year One (1), FY 21/22 compensation did not include the increase in OT occurring during FY 20-21 because the increases occurred after submittal of the FY 20-21 compensation application.
4. Summary assumptions.
  - a. Adding slow fill as part of the renovation. Ref. '10\_Fueling Station Rows 32-34, Column Q-U.
  - b. Overtime resulting from lack of slow fill currently results in "approximately \$70,800 annually (~\$55,000 for drivers and ~\$15,800 for shop staff)." With no change, over time will likely increase in the future.
5. Agreement: Individual components for the annual contract with Tru-Star, in particular separating capital cost items from operational costs: Exhibit G1 Technical Proposal.
6. Agreement: Continue past practice in which all fuel sale revenues accrue to the City: Exhibit E Section 2.E

**RNG** – Ongoing coordination between Specialty and the City regarding transition to SB 1383 compliant RNG. Agreement: Section 5.4.B.

**SB1383 Procurement Requirements:** Ongoing coordination between Specialty and the City regarding meeting City's procurement requirements. Agreement: Section 4.8.6.



### Technology

1. Cost forms: Defer Softpac to start in Year 3. Document that costs were deferred from Year 1 and may need revision at time of implementation: '6\_Technical Assistance' Rows 17-25, Columns P-U.
2. Agreement: Note Year 1 implementation of RouteSmart and deferral of Softpac for "later implementation", with City-Contractor coordination: Section 4.13.
3. Cost forms: Updated RouteSmart costs for "In-Truck" expenses, separately identifying and documenting tablet and software costs as follows, with notes added to forms as needed: New technology costs summarized at '6\_Technical Assistance' Rows 17-25, Columns P-U and recorded in cost forms on same worksheet Row 21, Column E-I.
  - a. Software
    - i. \$100,000 software implementation fee (includes license fee, street data, on-site end user training, and professional services and project management fees) 'Asset Replacement Sch' Row 15 and 'Depr 10yr' Row 14.
    - ii. \$11,000 annual software maintenance fee, each year after Year 1
    - iii. \$5,000 annual map update, each year after Year 1
  - b. In-Truck solution
    - i. About \$5,000 per truck\* (includes tablet, GPS, associated software and installation). This cost is to be allocated to 15 trucks per year for Years 1-3.

### MFD Bulkies

1. Cost forms: Proposed MFD bulky item program costs moved to a separate standalone tab at the far right of the file, titled "Proposed MFD Bulky Cost", and noting: "Costs as proposed by Specialty May 2020.": Added "Proposed MFD Bulky" furthest right worksheet in the workbook.
2. Agreement: Note that City/Contractor may conduct a pilot, and may develop a program at a later date: Section 4.6.

**MFD Recycling Totes** - Cost forms: Spread initial Year 1 purchase equally across Years 1 and 2: '6\_Technical Assistance' Row 21.

**MFD Food Scrap Pails** - Cost forms: Add cost assuming purchase of 15,000 totes in Year 1 and 10,000 in Year 2 at an assumed unit cost of \$5.60 (including tax and freight), based on City figure of about 24,000 total MFD units: Ref. Cell B8 and C8 'Asset Replacement Sch'.

### Cart Washing

1. Agreement: Document parameters for provision of service. Section 5.6.I.
2. Cost forms: No change; any added compensation will be identified during annual compensation review.

**Interest Rate** - Reduce from 5.0% to 3.50%: Interest rate on Row 29 'Interest Calcs 10yr'

### **Term and Profit**

1. Cost forms: Final agreement to include the set of forms corresponding to the Council-selected option: Exhibit G2 Cost Basis for Proposal, with:
  - a. 10 Year Term: operating ratio of 92.00% in Cell B29 Table 'A Pmt Sum' OR
  - b. 10 Year + 5 Year Term: operating ratio of 92.25% in Cell B29 Table 'A Pmt Sum'
2. Agreement: Final agreement to document Term and Profit: Sections 2.1 and 8.3.Afor:
  - a. 10 Year Term: Sections 2.1 and 8.3.A. OR
  - b. 10 Year + 5 Year Term: Sections 2.1 and 8.3.A.

### **Interest Calculation**

1. Cost forms: Retain past calculation method such that the annual payment on principal and interest is equal to the annual depreciation. 'Interest Calcs 10yr' Rows 26-30

### **Other Technical Changes –**

Cost forms: Correct cell references in Executive Summary Tab:

1. Technical Assistance Cells I29, I46, I63 link to Subcontractor Costs corrected: 'Executive Summary'
2. SB 1383 Cell J29 needs to link to SB 1383 Reserve Amount of \$0.0.: Corrected
3. Franchise Fee Calculation Years 2-4 – Remove the double-counting of interest: Corrected 'A Pmt Sum'

### **Other Items**

1. The question of FoodCycle cart redesign options, piloting of options, and eventual cart replacements is not addressed in the Agreement.

**EXHIBIT G3 - PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION  
2. FINAL DEAL POINTS**

## City of Sunnyvale

### Specialty Collection Agreement Negotiations – Resolution of Key Outstanding Contractual Issues

January 6, 2021

The following outlines the City's proposed resolution of key outstanding contractual issues, based on their status following City-company discussions on January 5th. With the issues below resolved, and mutually satisfactory resolution of discussion of Specialty responsibility for subcontractors and edits to Exhibit F Performance Standards, a final draft agreement will be prepared, subject to final review by the City Attorney, the City's Risk Manager, the City Manager, and Specialty.

#### 1. Term and Profit

The City offers the following options:

##### 10 Year Term

The City agrees to a 10 year term in return for an additional increase in the operating ratio of 0.25%, to 92.00% (starting from the current agreed amount of 91.75% as provided in the revised Term Sheet of December 9<sup>th</sup>, 2020).

##### 10 Year + 5 Year Term

The City is open to a base term of ten years with an extension of five years, for a total term of up to 15 years in return for an additional increase in the operating ratio of 0.50% to 92.25% (starting from the current agreed amount of 91.75% as provided in the revised Term Sheet of December 9<sup>th</sup>, 2020). For award of the extension, the City would conduct a performance review in Year 8 and Specialty would address any identified areas of noncompliance with the agreement (and is not in default), upon which award of the five year extension would be automatic.

#### 2. Multi-Family Organics Collection

In order to ensure multi-family organics collection service will commence on January 1, 2022:

- a. Specialty will, as offered, place orders for the two new trucks approved for Year 1 prior to Council award based on verbal City confirmation that the Council staff report will recommend award of the new franchise and agreement to Specialty. In making this offer, Specialty acknowledges it is assuming all risk associated with placing of the deposits. [Note: This will memorialized in a Specialty letter to the ESD Director rather than in the agreement.]
- b. Specialty will, as necessary during 2022 and in consultation with the City Contract Manager, temporarily expand the ability of its current fleet and staff to provide MFD organics services by assigning drivers additional stops within an eight-hour day, adding over-time, and leasing equipment (including from affiliates). Specialty will recover reasonable and documented increased costs associated with this effort through the Year 2 and 3 compensation review processes, depending on the timing of incurred costs.

#### 3. Annual Compensation Review

Section 8.3.C Effective Date. City agrees to edits as shown below:

"C. Assuming Contractor submits its Request for Determination of Contractor's Payment on or before the January 31 that immediately precedes the commencement of the Fiscal Year with respect to which the calculation is to be performed, City will use its best efforts to make the adjustment effective by July 1 of the same year, and will make retroactive adjustment to compensate for any delay in determining Contractor's Payment unless such delay results from the failure of Contractor to respond promptly and completely to requests of City for information related to any of the determinations required by this Section."

#### **4. Special Compensation Adjustments**

City agrees to the following revisions to the original language of Section 8.7 Special Compensation Adjustment Request:

“Notwithstanding Section 8.3.B.1, adjustments will take into account the effect of extraordinary, uncontrollable changes in the cost of performance. To that end, and in the limited circumstances described in this Section 8.7, Contractor's Payment will be equitably adjusted to reflect changes in cost between those projected in calculating Contractor's Payment and those actually incurred.

Contractor's Payment will be increased or decreased to the extent that the aggregate documented increases and/or decreases in Contractor's costs incurred in the prior year, over which Contractor could not have exerted control, equals or exceeds 4% of Contractor's Payment in the prior year. That adjustment will be made in the year following the year in which the difference occurred. The full amount of the difference will be accounted for if the 4% threshold is reached.”

#### **5. Assessment of Liquidated Damages**

City agrees to the following revisions to the original language of the third paragraph of Section 10.6.B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards:

“Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. City may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. Contractor may, within ten (10) Business Days after receipt of notice, request a meeting with City. City may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. City Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6. Should such notice of City intention to assess Liquidated Damages exceed \$30,000 in total, Contractor may within ten (10) Working Days of receipt of such notice request the opportunity to meet with the Director of Environmental Services to respond to the intended assessment. If Contractor has made such request within the required timeframe, the intended assessment of Liquidated Damages will not be imposed on Contractor until Contractor has been afforded the opportunity to respond to the intended assessment. In such case, the decision of the Director of Environmental Services shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies. If the Director of Environmental Services is acting as the City Contract Manager, the City Manager or their designee shall designate an alternative City representative to meet with Contractor. Should Contractor not exercise its right to respond to the assessment as described in this paragraph, and in all other cases, the decision of City Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies. The City Contract Manager shall provide Contractor with a written explanation of his or her determination on each incident prior to authorizing City's Finance Department to deduct liquidated damages from payments subsequently due to Contractor.”

**EXHIBIT G3 - PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION  
3. FUELING STATION DETAIL**



### Fueling Station - Additional information

Following is Nick Nabhan's email of November 11<sup>th</sup>, 2020 as referenced in the Term Sheet in this Exhibit G3 Proposal Review and Negotiation Documentation.

**From:** Nick Nabhan [<mailto:nick@sswr.com>]

**Sent:** Wednesday, November 11, 2020 9:46 AM

**To:** Peter Deibler <[pdeibler@hfh-consultants.com](mailto:pdeibler@hfh-consultants.com)>

**Cc:** Jason Reecy <[Jason.R@vta-cpa.com](mailto:Jason.R@vta-cpa.com)>; Mark Bowers <[mbowers@sunnyvale.ca.gov](mailto:mbowers@sunnyvale.ca.gov)>; Karen Gissibl <[kgissibl@sunnyvale.ca.gov](mailto:kgissibl@sunnyvale.ca.gov)>; Monaliza Noor <[mnoor@hfh-consultants.com](mailto:mnoor@hfh-consultants.com)>; Jerry Nabhan <[jerry@sswr.com](mailto:jerry@sswr.com)>; Bill Dobet ([bdobert@comcast.net](mailto:bdobert@comcast.net)) <[bdobert@comcast.net](mailto:bdobert@comcast.net)>

**Subject:** Re: Fueling Station and Updated Cost Summary

Peter,

Please see responses as follows, in red:

### Fueling Station

Per discussion on October 2<sup>nd</sup> and 19<sup>th</sup>, please respond to the following:

1. Please describe what the station "upgrade" entails, addressing just replacement and maintenance activities.
  - The fueling station "upgrade" entails entirely new infrastructure. The major portions of the upgrade include, but not limited to, a new natural gas compressor, new storage tanks, all related plumbing and electrical, and new computer system to control the station, a backup generator that has the capacity to run our entire operation if/when needed, and the addition of slow fill fueling posts.
2. What is the cost for addressing just the components noted in the Item 1 response.
  - The cost for the items listed in item 1 are \$1,999,763.44 at the time of the most recent quote.
3. Please describe what adding slow fill would entail.
  - The addition of slow fill would utilize all of the same equipment and add the necessary plumbing and electrical infrastructure, K-rails, and dual-hose posts to be able to fuel each truck in its parking stall. This would allow each driver to park their truck at the end of their route, hook it up to the fueling port, and clock out. This would eliminate all overtime related to fueling.
4. What is the incremental added capital cost of including slow fill during the upgrade?
  - Approximately \$390,910.00. \$77,785.99 of that is for the K-rails, which could be used for future EV charging infrastructure.
5. Are there savings in adding slow fill to the upgrade? If yes, how much?
  - The savings would be in lower electrical costs, due to fueling during off-peak hours, and a more efficient fueling process, which would reduce the delta between inlet gas and dispensed gas which currently ranges from 5%-15% of overall usage.
6. On October 2<sup>nd</sup>, you noted that you "did not calculate overtime based on street time hours and that there is not much afternoon overtime. Currently have 14-18 trucks that cannot fuel. 4-6 people come in early morning to fuel them off site, which results in tons of down time. Majority of overtime is that morning fill-up. Currently have 14-18 trucks that cannot fuel. 4-6 people come in early morning to fuel them off site, which results in tons of down time." Are the 4-6 people drivers and/or other staff? Please add more detail about how this currently works and how, if it does, it impacts collection operations and/or timing.

- During the afternoon hours, shop staff fuels the trucks to help alleviate driver overtime. Shop staff stays onsite until 8:30pm to fuel all the trucks they can, while also completing their regular job duties. During early morning hours, between 4 and 6 drivers are called in to fuel the remaining trucks both onsite and offsite.
7. On average, how many hours of overtime per-driver per-week would be saved with the addition of slow fill?
    - We are averaging 16 total overtime hours per week for fueling by drivers – this translates to approximately \$43,500 year to date.
  8. On average, for staff other than drivers, how many hours of overtime per week (if any) would be saved with the addition of slow fill?
    - We are averaging 4.5 total overtime hours per week for fueling by shop staff – this translates to approximately \$12,500 year to date
  9. Identify any additional staff cost/overtime savings that result from adding slow-fill.
    - In addition to all of the above mentioned overtime would be alleviated, shop staff would be able to spend the additional afternoon hours performing their normal job duties.
  10. Are there other improved operational efficiencies from adding slow-fill that will result in direct cost savings? In indirect cost savings?
    - Not a direct or indirect cost savings, but the addition of slow fill, will greatly benefit public fill times during daylight hours. Currently, Specialty trucks take priority over public when fueling, which greatly extends the time it takes for the public to fill. With slow fill and the Specialty fleet being filled overnight, fast fill for the public would be faster and more efficient. This could drive more sales in the future.
  11. Please identify your assumptions for Items 7 through 10.
    - Overtime hours, specific to fueling, have been logged in the payroll system. Between 1/1/2020 and 10/25/2020 there have been 665.10 driver overtime hours and 183.40 shop personnel overtime hours.
  12. How do the total weekly savings from Items 7 through 10 translate to a total annual estimate of reduced over-time hours? To other staff or non-staff savings? To total annual savings?
    - Bases on a 53-week year for 2020, the total overtime savings will translate to approximately \$70,800 annually (~\$55,000 for drivers and ~\$15,800 for shop staff). Using the current fueling station, in future years this number would increase as the employee hourly rate increases.

We look forward to discussing this further.  
Thank you



Specialty Solid Waste & Recycling

**Nick Nabhan**

General Manager

**EXHIBIT G4:  
IMPLEMENTATION PLAN AND SCHEDULE**

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Sunnyvale New Project Implementation Schedule

Task	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	
Proposal Award																																
<b>Pilot</b> - Multi Family Food Scrap collection (Split carts collected by current routes)																																
MF Food Scrap Collection - Stage 1																																
<b>Pilot</b> - MF Yard Trimmings																																
MF/Commercial Yard Trimmings Collection - Stage 1																																
Expanded Commercial Food Scrap Collection - Stage 1																																
Current Commerical Food Scrap Route (#592)																																
		* Customers, including schools, cafeterias, restaurants, and other food scrap collection sites who have stopped or reduced service due to COVID-19, will be relaunched and added back to current route, as needed. Relaunch timing is uncertain, and c																														
<b>Key</b>	Desk Review <span style="color: green;">█</span> Outreach <span style="color: blue;">█</span> Collection begins <span style="color: orange;">█</span> Vehicle Procurement <span style="color: black;">█</span>																															

**EXHIBIT G5:  
APPROVED SUBCONTRACTORS**

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In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

<b>Approved Facility or Subcontractor</b>	<b>Services</b>
Thomas Road Venture Group, LLC	Property owner
SCS Engineers	Customer technical assistance
TruStar Energy LLC	Fueling station renovation and operation
Trash Scouts	Customer concierge service



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**EXHIBIT G6:**  
**SB 1838 IMPLEMENTATION ASSUMPTIONS**

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**EXHIBIT G6 - SB 1383 IMPLEMENTATION ASSUMPTIONS:**

**1. TRUCK PURCHASES**

**2. SB 1383 SERVICE ROLLOUT ASSUMPTIONS**

**EXHIBIT G6 - SB 1383 IMPLEMENTATION ASSUMPTIONS**  
**1. TRUCK PURCHASES**

	As Revised November 4, 2020			
	Yr 1	Yr 2	Yr 3	Yr 4
Existing Truck Replacements	4	3	4	8
SB 1383 Added Routes New MFD Food Expanded Commercial Food Expanded Yard Trimmings Spare	1 MFD Food 1 Yard Trimmings	1 MFD Food 1 Commercial Food  1 Spare	1 MFD Food 1 Commercial Food 1 Yard Trimmings 1 Spare	n/a
TOTAL	6 Trucks	6 Trucks	8 Trucks	8 Trucks

**EXHIBIT G6 - SB 1383 IMPLEMENTATION ASSUMPTIONS**  
**2. SB 1383 SERVICE ROLLOUT ASSUMPTIONS**



## SB 1383 Service Rollout Assumptions

Sector	Accounts*					Tons**		Notes
	CURRENT Accounts	Assumed <u>Food Scraps Participation Rate</u>	Anticipated Additional <u>Food Scraps Accounts</u>	Assumed <u>Yard Trimmings Participation Rate</u>	Anticipated Additional <u>Yard Trimmings Accounts</u>	Anticipated Additional <u>Food Scraps Tons</u>	Anticipated Additional <u>Yard Trimmings Tons</u>	
MFD	1,748 Total  Includes: 553 accounts w/ 5+ units; all with more than 2CY MSW service/week*** & 1195 accounts w/ 4 units and under	95%	1,660	65%	TBD based on desk review	3,396 tons	1,626 tons	Regarding Yard Trimming accounts, all Multi-Family accounts need to be asked if they are "self-hauling" (have landscape service that is recycling it), if not, they would need to subscribe to Specialty service or get their own.  318 of the small Multi-Family complexes (2-4 units) have Yard Trimmings service, but this needs to be confirmed by Specialty during the desk review.
COM	1,858 Total****  Includes: 791 accounts without service w/ more than 2CY MSW service/week; 832 accounts without service w/ less than 2 CY MSW service/week; 235 accounts with service w/ more than 2CY MSW service/week	95%	750*****	65%	TBD based on desk review	3,922 tons	3,377 tons	Regarding Yard Trimming accounts, all COM accounts need to be asked if they are "self-hauling" (have landscape service that is recycling it), if not, they would need to subscribe to Specialty service or get their own.

\*It is not possible at this time to clearly distinguish between "accounts" and "locations"

\*\*Anticipated tons are based on assumed participation rates and best available information.

\*\*\*MFD accounts that may apply for an SB 1383 waiver if de minimis and/or physical space requirements are met.

\*\*\*\*COM accounts that may apply for an SB 1383 waiver if de minimis and/or physical space requirements are met.

\*\*\*\*\*Anticipated additional Commercial Food Scraps accounts determined by applying a 95% participation rate to 791 Commercial accounts without service that have more than 2CY MSW service/week.

**EXHIBIT H:  
INITIAL STAFFING**

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# SPECIALTY SOLID WASTE & RECYCLING

## EMPLOYEE ROSTER

Last Name	First Name	Group
Button	Douglas	OFFICERS
Dobert	William	OFFICERS
Molinaro	Robert	OFFICERS
Nabhan	Jerry	OFFICERS
Buldo-Jackson	Rebecca	MANAGEMENT
Flores	Eduardo	MANAGEMENT
Freitas	Julie	MANAGEMENT
Moore	Monica	MANAGEMENT
Nabhan	Nicholas	MANAGEMENT
Rodrigues	Robert	MANAGEMENT
Shapira	Tomer	MANAGEMENT
OPEN	SB1383	MANAGEMENT
OPEN	OUTREACH	MANAGEMENT
Lorelle	Gavin	ADMINISTRATION
Rachfal-Schmid	Renee	ADMINISTRATION
Cotter	Jessica	ADMINISTRATION
Iida	Denise	ADMINISTRATION
Lopez	Miranda	ADMINISTRATION
Lorelle	Lisa	ADMINISTRATION
Armer	Richter	UNION
Ballard Jr	Stephen	UNION
Beltran	No	UNION
Bergman	Mark	UNION
Berry	Angrus	UNION
Burke	Sean	UNION
Cardenas	Juan	UNION
Cardoway	Edward	UNION
Cervantes	Cristian	UNION
Colin	Octavio	UNION
Coote	Jeffrey	UNION
Cordova Estrada	Aldo	UNION
Del Rio	Daniel	UNION
Dominguez	David	UNION
Duenas	Felipe	UNION
Escamilla	Adam	UNION
Freitas	Gary	UNION
Galindo	Cervando	UNION
Garcia	Bernabe	UNION
Garza	Victor	UNION
Godinez	Hector	UNION
Gomez	Moises	UNION

Guzman	Gerardo	UNION
Guzman	Marco	UNION
Ibarra	Alejandro	UNION
Kumar	Krishan	UNION
Landa	Jose Luis	UNION
Largaespada	Miguel	UNION
Lewis	Keith	UNION
Loera	Leopoldo	UNION
Loya	Raymond	UNION
Macias-Martinez	Silvano	UNION
Martinez Nerio	Fernando	UNION
Montes	Alberto	UNION
Murillo Gutierrez	Edgar	UNION
Nuno	Oscar	UNION
Oceguera	Gustavo	UNION
O'Connor	Timothy	UNION
Ortega	Eduardo	UNION
Pena	Alfonso	UNION
Quinones-Villalobos	German	UNION
Ramos	Rodolfo	UNION
Renteria	Enrique	UNION
Richcreek	Darold	UNION
Robinson	Thomas	UNION
Rojas Montes	Joel	UNION
Ruelas	Alejandro	UNION
Santana	James	UNION
Torres	Arturo	UNION
Tovar	Erik	UNION
Trejo	Jason	UNION
Vega Rodriguez	Francisco	UNION
Velez-Arreola	Joel	UNION
Villasenor-Arreola	Rafael	UNION
Whalen	John	UNION
Wright	Stephen	UNION
Yamaguchi	Alan	UNION

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**EXHIBIT I:  
CONTRACTOR'S ENVIRONMENTALLY PREFERABLE  
PURCHASING POLICY**

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# Environmentally Preferable Purchasing Program

January 2021



Solid Waste and Recycling

## SECTION 1. INTRODUCTION

Specialty Solid Waste and Recycling (Specialty) has an opportunity to serve as a community model for environmental leadership by incorporating a plan of action that will conserve precious resources and reduce the use of hazardous substances, and potentially improve the environmental quality of the region. By incorporating environmental considerations in our purchasing, Specialty can reduce its burden on the local and global environment, remove unnecessary hazards from its operations, protect public health, reduce costs and liabilities, and help develop markets for environmentally responsible products. This EPPP will help us save on energy, water, and material resources as well as reduce long-term operating and maintenance costs. This EPPP will also assist in Specialty application for LEED® Existing Building: Operation and Maintenance for the administration building.

### PURPOSE

This guide is intended to be a straightforward, easy-to-use document that provides purchasers with a basic understanding of the concept and benefits of green purchasing and offers recommended steps to enable the implementation of a green purchasing program. This document also instructs on how to purchase and report in order to comply with the letter and spirit of the SB 1383 regulations.









Included in this guide are the basics of environmentally preferable purchasing, suggested purchasing resources and purchasing recommendations for many product groups. This guide will assist Specialty to make environmentally preferable buying decisions.

The goal of this policy is to encourage and increase the use of environmentally preferable products and services at Specialty. By including environmental considerations in purchasing decisions, Specialty can promote practices that improve public and worker health, conserve natural resources, and reward environmentally conscious manufacturers, while remaining fiscally responsible.

### UNDERSTANDING THE BASICS

This guide summarizes Specialty's EPPP, which are products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services. Items are selected for attributes, such as the following:

-  Contain recycled materials: made from sustainable resources, recycled or remanufactured materials or parts
-  Minimize waste – minimal packaging that is recyclable or reusable (take-back provisions)

-  Conserve energy and/or water or other natural resources
-  Prevent pollution: emissions, VOCs (volatile organic compounds)
-  Consist of fewer toxic substances or reduce the amount of toxic substances disposed or consumed
-  Uses energy alternatives to fossil fuel

## COMMON QUESTIONS

### What is environmentally preferable purchasing?

Purchasing and using of environmentally preferable products, in simple terms, means adding environmental attribute considerations to the buying decisions along with such traditional buying factors as performance, quality, service and price.

### Why is it important to buy green?

Many forward-thinking businesses have already adopted environmental purchasing policies for traditional reasons such as:

-  Recognizing market preferences and stepping up to serve customers asking for EPPPs
-  Understanding that it can distinguish a business and its products from competitors
-  Recognizing the opportunity to increase operating efficiency
-  Joining an industry or international market trend to capture market share
-  Improving compliance with environmental regulations

### What are the challenges?

There is effort required to change the “business as usual” norm and work with existing suppliers (or to find new suppliers) in order to procure environmentally preferable products and services. Additionally, there may also be existing relationships between purchasers and suppliers that make it difficult to switch to alternative products.

### How do you define ‘green’?

Defining what is “green” is complex and takes time to learn, so this program to simplify the process. Several U.S. and international organizations and agencies have developed highly acclaimed environmental guidelines and standards. Listed by product category, you will find environmental standards and/or guidelines, which are incorporated into purchasing requirements.

### How was the information gathered for this EPPP?

To relay the facts on what, how, and why implementing an EPPP is important to Specialty, we gathered information from resources like the EPA, GreenSeal, and StopWaste websites. This enabled us to produce a policy that defines the scope, specifications, metrics, goals, and responsible parties to implement the program. This EPPP of products and services was compiled by reviewing Specialty’s expenditures with a breakdown of what we purchase from each vendor.

Lastly, we reviewed our invoices to see what products already meet EPPP standards and which call for improvements and modifications.

### How do I use the EPPP?

Start by reviewing the basics, this will allow you to grasp the concepts of the program, therefore having a clear understanding of what to look for in the products and services used by Specialty. When ordering necessities for the office, refer to the appropriate category in the document and follow the standard operating procedure. This will provide the environmental attributes to look for in a product or service and the current vendor options.

## SECTION 2. ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

Scope: Our green purchasing policy includes office and kitchen supplies, equipment, electronics, building maintenance, and a broad range of

services that we use at Specialty.

Specification: Buyers should look for supplies & services that meet one or more of the following specifications:

Attributes, Certifications & Eco-labels

Save Resources & Reduce Waste:

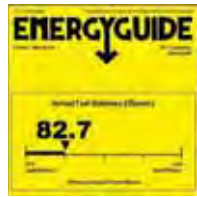
Recycled, Remanufactured, Responsible Forestry, Reusable, Rapidly Renewable, Bio-based/ Compost able, Refillable, Rechargeable, FSC, SFI, PEFC, SCS Recycled Content, Rainforest Alliance, Water Sense, CradletoCradle





Save Energy & Reduce Emissions:

Energy Efficient, Renewable Power, Carbon-balanced, Energy Star, Green-e



Use Safer Chemical & Safeguard Human Health:

Reduced Harsh Chemicals, Chlorine-free, Bio-based/ Biodegradable, USDA Organic, U.S. EPA Design for the Environment, Greenguard, Greenseal, Ecologo, SCS Indoor Advantage, ACMI, CFPA, CRI, UL Environment







Goal: 50% of total office supplies under EPPP by 2023.

 Responsible Parties: Administrative assistants, Managers

The "Buyer" is responsible for selecting products that meet the EPPP standards when possible while still being economically efficient. Buy in bulk whenever possible to reduce packaging and shipping impacts on the environment.







The "Reviewer" of spending/invoices is required to verify compliance with green initiatives. They will monitor the buyer by working together to ensure that the EPPP is followed through to the greatest extent.

Upper management should encourage the use of green and environmentally responsible vendors, service providers, and relay the importance of the EPPP goals in the office.

## SECTION 3. STANDARD OPERATING PROCEDURE- BUYERS & REVIEWER

### General

An EPPP provides an outline for how materials should be procured within a company. However, it is a small part of how products should be effectively used in a sustainable way. There are several behavioral habits which can reduce the impact of office operations, reduce cost of energy and materials and help to reduce waste. Employees should be reminded to take on a green attitude in daily operations, which include:

-  Discourage use of disposable products
-  Think, then print
-  Print double-sided when applicable
-  Recycle or compost everything you can
-  Consolidate ordering supplies and buy green
-  Power down – turn off lights and electronics

When an employee desires to purchase or re-stock materials/equipment they should follow these steps:



1. The buyer is responsible for checking this document for the preferred supplier of the product they wish to purchase.
2. Once the supplier has been identified the buyer should make an effort to see if any other materials need to be purchased from the supplier (Refer to appropriate table). They can do this by:
  - a. Checking the current inventory of products;
  - b. Emailing co-workers to ask if they require any additional products; and,
  - c. Verbally asking other co-workers if any other products are needed.

\*These steps ensure that shipping and packaging can be reduced as much as possible.

3. Products can be purchased by phone, internet or visiting the store. In each scenario, the buyer should ensure that the products being purchased meet the standards set in this EPPP (detailed by product category in this section).
  - a. If products do not meet the standards set in here, every effort should be made to purchase the most 'green' products available. (Refer to Section 2 for standards).
  - b. Additionally, if other products become available which exceed the standards set in this EPPP; this EPPP should be updated as appropriate.
4. Note: Online office supply stores have made it easy to follow the specifications in the EPPP by providing green and eco-friendly options for virtually all supplies on their websites as well as tracking systems to monitor green initiatives (Refer to online ordering guide).
5. All receipts and invoices detailing the product purchased should be delivered to accounts in a timely manner and according to the accounts protocol.
6. Accounts personnel and upper management may act as reviewers to ensure this EPPP is being correctly followed.
7. Once invoices and receipts are submitted for approval/payment the reviewer should check that the products purchased were either selected in accordance with the standards set in this EPPP, are the most 'green' products available from the vendor.
8. If there is an indication that the EPPP has not been followed, the reviewer should submit a written reminder to the purchaser about the EPPP and additional training may be necessary.

## Section 4. SB 1383 Compliance

SB 1383 All departments in a jurisdiction that make paper purchases will be required to purchase and keep purchase records for paper products that:

1. Contain 30% postconsumer recycled content
2. Are recyclable

Specialty's EPPP in place directs the company to purchase fiber that meets a minimum recycled content required under SB 1383. Specialty will also report to the City their compliance with SB 1383 in their Initial and Annual Jurisdiction Report.



### Paper Procurement

#### SB 1383 Requirement

Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products (§18993.3)

#### Regulatory Text – April 20, 2020

39	<b>Section 18993.3. Recycled Content Paper Procurement Requirements</b>
40	<u>(a) A jurisdiction shall procure paper products, and printing and writing paper, consistent</u>
41	<u>with the requirements of Sections 22150-22154 of the Public Contracts Code.</u>

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#### Specialty Solid Waste Compliance Plan

Specialty's purchasing policy is updated to ensure that all of Specialty's paper procurement contains post-consumer recycled paper content is 100% where possible. Printer paper meets this condition for many brands.

Other fiber sources will be purchased with the maximum post-consumer content available provided costs do not exceed 150% of normal price for the same product. Furthermore, Specialty is constantly evaluating and reviewing its paper procurement choices to minimize excess packaging, such as EPS peanuts, excess shrink wrap, or other plastics.



## Purchasing Guidelines



### Paper Supplies Requirements

- ♻️ Meet EPA and Green Seal standards
- ♻️ Paper products with all virgin fibers should be FSC certified
- ♻️ Minimum 30% post-consumer recycled paper
- ♻️ Products must be recyclable as defined by FTC "Green Guides"



### Environmental Attributes to Look For

- ♻️ Post-consumer recycled content
- ♻️ Processed chlorine-free
- ♻️ Recyclable
- ♻️ Soy-based inks



### Non-Paper Office Supplies Requirements

- ♻️ Minimum 10% post-consumer recycled content and/or 20% total recycled content supplies
- ♻️ Remanufactured ink and toner cartridges
- ♻️ Rechargeable batteries
- ♻️ Refillable pens, pencils, markers
- ♻️ Avoid PVC (vinyl) products



### Kitchen Supplies Requirements

- ♻️ Biodegradable kitchenware and soaps
- ♻️ Post-consumer recycled content
- ♻️ Unbleached
- ♻️ Reusable



## Janitorial & Maintenance Requirements

- ♻️ Discuss options and best practices with janitorial service
- ♻️ Purchase or require janitorial contractors to supply industrial and institutional cleaning products that meet Green Seal or EcoLogo certification standards for environmental preferability and performance.



## Environmental Attributes to Look For

- ♻️ Minimizes exposure to concentrates
- ♻️ No ozone depleting substances
- ♻️ Recyclable packaging
- ♻️ Recycled-content in packaging
- ♻️ Reduced bio-concentration factor
- ♻️ Reduced flammability
- ♻️ Reduced or no added dyes, except when added for safety purposes
- ♻️ Reduced or no added fragrances
- ♻️ Reduced or no skin irritants
- ♻️ Reduced or no volatile organic compounds (VOCs)
- ♻️ Reduced packaging










## Office Equipment & Electronics Requirements

- ♻️ Lease from a local supplier when available
- ♻️ Energy Star Approved
- ♻️ Refurbished
- ♻️ Specify that desktop computers, notebooks and monitors purchased meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria.









## Environmental Attributes to Look For

- ♻️ Reduced or no toxic constituents
- ♻️ Recycled-content

-  Designed for recycling
-  Reduced materials use
-  Energy efficient
-  Extended product life, upgradeable
-  Reduced packaging
-  Recyclable packaging
-  Environmentally sound take-back and recycling options










## Building Maintenance & Remodeling Requirements

-  Consider Green Building practices for design, construction, and operation as described in the LEED® Rating System for all building and renovations undertaken by Specialty.
-  Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, low or no formaldehyde and no halogenated organic flame-retardants when purchasing building maintenance materials such as paint, carpeting, adhesives, furniture and casework.
-  Advertisement
-  Requirements:
  -  Minimum 30% post-consumer recycled content
  -  Soy-based inks when applicable



## Food Service Requirements

-  Local
-  Eco-friendly options when available Environmental Attributes to Look For:
-  Biodegradable v Energy efficient
-  Recyclable
-  Recycled-content
-  Reusable
-  Water efficient



## Pest Management Requirements

- Manage pest problems through prevention and physical, mechanical and biological controls when Specialty and its contractors maintain buildings and landscapes.
- Specialty may either adopt and implement an Organic Pest Management (OPM) policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.



## Landscaping Requirements

- Employ sustainable landscape management techniques for all landscape renovations, construction and maintenance performed by Specialty.
- Training and qualifications shall include landscaping locally, landscaping for less to the landfill, nurturing the soil, conserving water, conserving energy, protecting water and air quality, and creating wildlife habitat.
- Select plants to minimize waste by choosing native and drought-tolerant plants that require no or minimal watering once established are preferred.



**EXHIBIT J:**  
**CART SPECIFICATIONS**

---

The Cart specifications provided in this Exhibit shall pertain to all Carts provided by the Contractor to Customers on the Commencement Date of this Agreement and during the Term of the Agreement.

## **1. CART DESIGN REQUIREMENTS**

### **A. General**

The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. Contractor shall purchase Carts that contain a minimum of thirty percent (30%) post-consumer Recycled plastic content. Contractor must submit Cart orders (including material and design specifications, colors and identification marks) to City Contract Manager for City's written approval prior to submitting the order to the manufacturer. All new Carts must be fitted with a radio frequency identification (RFID) chip to be used by Contractor for tracking, routing, inventory, or other purposes.

### **B. Cart Handles**

The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles shall provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

### **C. Cart Lid**

Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body or otherwise causes an interface with the Cart body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Cart from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body.

### **D. Cart Colors**

The Solid Waste, Recyclable Materials, and Organic Materials Carts shall be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Colors are to be determined as provided in Section 4.8.3.

**E. Positional Markings**

An arrow (at least 3 inches by 5 inches) hot stamped in white color shall be placed on the lid, indicating the direction of Cart placement.

In character size of no less than 3/16 inches, the phrase:

PLACE CART WITH ARROW FACING  
STREET FOR COLLECTION

**2. CART PERFORMANCE REQUIREMENTS**

**A. General**

All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

**B. Cart Load Capacity**

Depending on the capacity, the Carts shall have a minimum load capacity as noted on the following table without Cart distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (Pounds)
96	200
64	130
32/35	70
20	40

**C. Cart Durability**

Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the Term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface;

- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the Service Area.

**D. Chemical Resistant**

Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

**E. Stability and Maneuverability**

The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from any direction. The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

**F. Lid Performance**

Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.
- Lid shall be designed and constructed such that it does not fall off and into the truck when it is being serviced.

**G. Repairability**

Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Contractor's personnel. All repairs must restore the Cart to its full functionality to meet the design and performance requirements as set for herein.

**EXHIBIT K:**  
**SB 1383 ROLES AND RESPONSIBILITIES**

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The following table provides guidance regarding BCWS and City between Contractor and City allocation of responsibility for compliance with SB 1383, as based on the Final Regulations issued in November 2020. The table assumes use of the standard approach to compliance. The table is not intended to be inclusive of detailed requirements for compliance addressed in the body of the Agreement and does not relieve the Contractor of those specific obligations.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Collection			
1.	Commencing January 1, 2022, provide Collection Containers to Generators that have lids that comply with color requirements when replacing Containers or by January 1, 2036, whichever comes first (Section 18984.7)	City to review, comment on, and approve Container colors and SB 1383 Container swap out notices to be provided to affected Customers by Contractor.	Contractor to provide Containers to City and Customers that comply with SB 1383 requirements, as described in Section 4.8.3.  At least two (2) weeks prior to providing Customers with SB 1383-compliant Containers, Contractor shall send affected Customers City-approved notices describing when and why the Container swap out will happen. Such notices shall include information about new SB 183 compliant labels, if applicable and as described under Item three (3) of this Exhibit K.



Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
2.	A jurisdiction may allow organic waste to be Collected in plastic bags and placed in the green Container if the facilities that recover the Source Separated organic waste provides annual written notice to the jurisdiction that the facility can remove plastic bags when it recovers Source Separated organic waste. (Section 18984.1.d)	None	Contractor shall Collect Organic Material in clear plastic bags placed inside Organic Material Containers for Processing (at SMaRT).
3.	Commencing January 1, 2022, clearly label or imprint all new Containers or lids to include language or graphic materials indicating primary materials that are accepted and rejected in each Container. (Section 18984.8)	City Contract Manager to review, comment on, and approve Container labels.	Contractor to place City-approved labels on all new Containers; labels should include text and/or graphic images that indicate primary materials that are accepted and primary materials that are not accepted for each Container type. Labels shall be placed on new Containers before or at time of initial Container delivery to Customer or to City. By the end of Agreement Term, every Customer Container shall have SB 1383-compliant labels.
<b>Contamination Monitoring</b>			
4.	Commencing April 1, 2022, conduct route reviews such that all Hauler Routes are inspected annually. During each route review, inspect randomly selected Containers for contaminants and determine organic waste Generator compliance (organic waste Generators must subscribe to Collection service or Self-Haul	City Contract Manager to review, comment on, and approve route review plan and methodology provided by Contractor.  City Contract Manager to review, comment on, and approve content and design of notices to be	Contractor shall develop a plan and methodology, to be approved by City, for conducting annual route reviews such that an adequate number of Containers are inspected on all routes annually.  The amount of Containers that must be inspected per Route shall be based on guidelines provided below, as referenced in Section 18984.5. The draft regulations do not specify what an "adequate"

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	<p>Organic Materials; Commercial organic waste Generators are also required to provide color-compliant Containers to their Customers).</p> <p>If Contamination is found during route reviews or if inspected Generators are out of compliance, notify such Generators of Recycling requirements (Section 18984.5.b; 18995.1; 18984.9)</p> <p>“Route review(s)” means a visual inspection of Containers along a Hauler Route for the purpose of determining Contamination, and may include mechanical methods such as the use cameras (Section 18982)</p> <p>“Hauler Route” means the designated itinerary or sequence of stops for each segment of the jurisdictions Collection services.</p>	<p>distributed by Contractor to noncompliant Generators.</p>	<p>number of Containers per route review entails; however, Section 18984.5 determines adequacy for a different type of Contamination study based on Route populations. As such, these guidelines will be utilized for route reviews.</p> <ol style="list-style-type: none"> <li>1. For routes with less than 1,500 Generators the study shall include a minimum of 25 samples;</li> <li>2. For routes with 1,500-4,000 Generators the study shall include a minimum of 30 samples;</li> <li>3. For routes with 4,001-7,000 Generators the study shall include a minimum of 35 samples;</li> <li>4. For routes with more than 7,000 Generators the study shall include a minimum of 40 samples.</li> </ol> <p>In the event that Contractor identifies Contamination, Contractor shall be responsible for affixing a City-approved notice on to Customer's Containers, documenting the location or account where Contamination was present.</p> <p>Contractor shall provide monthly reports to City summarizing the results of each route review and recording, at a minimum, each Contamination location, corresponding photographic evidence, and date of Customer Contamination identified.</p>

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Enforcement & Penalties			
5.	Commencing January 1, 2022, conduct annual compliance reviews of Commercial Solid Waste accounts that produce over two (2) cubic yards of Solid Waste per week, including organics waste (Section 18995.1.a)	<p>City shall provide Contractor with a list of Commercial accounts that have received City-approved organics Collection waivers.</p> <p>City Contract Manager shall approve format and content of all compliance reports provided by Contractor.</p> <p>City shall receive Contractor's report, review and clarify as needed, and report to the State.</p> <p>City shall follow-up with Contractor-indicated Commercial accounts that may Back-Haul Organic Materials.</p>	<p>Annually, Contractor shall perform a "desk review" of all Multi-Family and Commercial Customer accounts that produce over two (2) cubic yards of Solid Waste per week and that produce Organic Materials to ensure compliance with organics Generator requirements, as described in Section 4.8.1 of this Agreement.</p> <p>Contractor may perform the "desk review" in conjunction with route reviews described under Item 4 of this Exhibit K.</p> <p>Following each compliance review, Contractor shall provide City with a report of results, including addresses, and Service Level information in a format accepted and approved by the City.</p> <p>Additionally, Contractor shall provide to City in quarterly reports a list of Commercial Customers that Contractor believes may be Back-Hauling Organic Materials. The list shall include account information including addresses and Service Levels.</p>

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
6.	From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (Section 18995.1.a)	City to develop content and design of compliance notices for Customers.	Contractor shall distribute City-developed compliance notices to all noncompliant Customers of Contractor annually.
7.	Commencing January 1, 2022, conduct inspections of Tier One Commercial Edible Food Generators for compliance with Section 18991.3. Beginning January 1, 2024, conduct inspections of Tier Two Commercial Edible Food Generators for compliance with Sections 18991.3. (Section 18995.1.a.2) <i>See Item 17 for outreach requirements related to Edible Food.</i>	City to design, develop, print and make available to Contractor outreach materials tailored for Tier One and Tier Two Commercial Edible Food Generators.	Contractor conduct inspections of Tier One and Tier Two Commercial Edible Food Generators. Upon observing violations and upon Customer request, Contractor shall distribute City-approved outreach materials tailored for Tier One and Tier Two Commercial Edible Food Generators.
8.	Commencing January 1, 2022, conduct inspections of Edible Food Recovery Organizations and services for compliance with Sections 18991.5. <i>See Item 17 for outreach requirements related to Edible Food.</i>	City to conduct inspections of Food Recovery Services and organizations. Upon observing violations and upon Customer request, City shall distribute outreach materials tailored for Edible Food Recovery Organizations and services.	None.
9.	Commencing January 1, 2022, investigate written SB 1383-related	City to investigate and maintain records of all SB 1383-related	Contractor to investigate and resolve written Complaints made by Customers alleging SB 1383

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	<p>Complaints received within ninety (90) days of receiving Complaint; provide method for Customer who made Complaint to determine results of Complaint; maintain records of all Complaints and responses; take enforcement action if it is determined that a violation has occurred (Section 18995.3)</p>	<p>Complaints received by Contactor that have not been resolved within thirty (30) days of receiving Customer Complaint. Upon resolving the Complaint, Contractor shall notify the Customer who made the Complaint.</p> <p>From January 1, 2022 to December 31, 2023, if, upon investigation, City discovers a violation has occurred, City shall provide educational materials to noncompliant Customers.</p> <p>Commencing January 1, 2024, if, upon investigation, City discovers a violation has occurred, City shall take enforcement action against noncompliant Customers.</p>	<p>violations within thirty (30) days of receiving Customer Complaint. Upon resolving the Complaint, Contractor shall notify the Customer who made the Complaint.</p> <p>From January 1, 2022 to December 31, 2023, if, upon investigation, Contractor discovers a violation has occurred, Contractor shall provide City-approved educational materials to noncompliant Customers.</p> <p>Commencing January 1, 2024, if, upon investigation, Contractor discovers a violation has occurred, Contractor shall provide City in monthly reports with a list of such noncompliant Customers.</p> <p>Contractor shall maintain all compliant records, including documentation of resolution.</p> <p>Contractor to provide City in monthly reports a list of Customer Complaints that have not been resolved within thirty (30) days. The Complaints list shall include Customer account information including the nature of the Complaint. Such Complaints shall be discussed during the monthly Franchise Roundtable Meeting.</p>
10.	<p>Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within</p>	<p>City to issue penalties to noncompliant Generators based on Contractor-led inspections and</p>	<p>Contractor to maintain records of noncompliant Generators and report via monthly reports to City on issuance of noncompliant notices (e.g.,</p>

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	<p>ninety (90) days of determining a violation has occurred, following up at least every ninety (90) days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in Articles 14 and 16 of SB 1383 (Section 18995.4)</p> <p>Impose penalties on non-compliant entities (Section 18997.2)</p>	<p>monthly reports submitted by Contractor that identify noncompliant Generators.</p>	<p>Contamination tags issued, route review results, Commercial account review).</p>
<b>Education &amp; Outreach</b>			
11.	<p>By February 1, 2022, and annually thereafter, provide Generators with information on properly separating materials, organic waste prevention, on-site Recycling, community Composting, methane reduction benefits, how to Recycle organic waste, a list of approved haulers, and information related to food recovery (Section 18985.1.a)</p>	<p>City to develop content and design of outreach materials and Contractor to distribute outreach materials to all Multi-Family and Commercial Customers annually.</p> <p>City to provide outreach materials to Contractor for website posting.</p>	<p>Contractor to post City-developed educational material on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request and review and make updates/changes to website on a monthly basis to ensure accuracy of information.</p> <p>Contractor to disseminate City-approved educational materials as requested by City.</p>



Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
12.	Translate educational materials required into any non-English language spoken by a substantial number of the public provided organic waste Collection services by the jurisdiction (Section 18985.1.e)	City to translate City-developed outreach materials, and translate such materials as needed.  City to provide translated outreach materials to Contractor for website posting.	Contractor to post City-developed educational material that has been translated by City on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request.
<b>Record Keeping &amp; Reporting</b>			
13.	By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible Party for compliance-related issues (Section 18994.1)  Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (Section 18994.2)	City to compile and submit relevant documentation for the initial compliance report and the annual report.  The City shall compile documentation that details the City's: hauler oversight; CALGreen building standard utilization; Edible Food recovery program; organic waste Recycling and Edible Food recovery capacity planning; and, organic waste product procurements.	No later than February 1, 2022, and within two weeks of City request, Contractor shall supply City with reports documenting organic waste Collection services; Contamination monitoring; education and outreach efforts; and, the monitoring and enforcement program.
14.	Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten Business Days (Sections 18981.1, 18984.4.a,	City to maintain all implementation records including: ordinances, enforceable mechanisms, contracts, or agreements; waiver and exemption records; hauler program records; Edible Food recovery	Contractor shall enter required data including documentation of organic waste Collection services; Contamination monitoring; education and outreach efforts; and, monitoring and enforcement into a City-designated reporting platform (e.g., Recyclist, Microsoft Excel, a database, etc.) within

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2)	program records; and organic waste procurement records.	<p>five (5) Business Days of any change affecting data within any required reporting category and within one (1) Business Days of notification from CalRecycle request to review implementation record.</p> <p>In the event such information is not entered into a shared electronic platform, Contractor shall convey data to the City within the required period.</p>
<b>Organics Procurement</b>			
15.	Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by the CalRecycle (CalRecycle will confirm and provide notice of annual procurement requirements to jurisdictions every five years). (Section 18993.1)	<p>City to procure a quantity of Compost and mulch from Contractor annually.</p> <p>The exact quantity for procurement shall be determined by the Parties.</p>	<p>Contractor to Transport Organic Materials Collected from Customers to the Approved Facility (SMaRT).</p> <p>Contractor shall, at City's option, procure fuels derived from organics disposal (biofuels) to power Collection vehicles.</p>
16.	Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it	<p>City to update Sustainable Purchasing Policy with requirements set forth in SB 1383.</p> <p>City to provide Contractor with updated Sustainable Purchasing Policy for Contractor implementation.</p>	Contractor to use City's updated Sustainable Purchasing Policy to meet minimum SB 1383 paper procurement requirements.

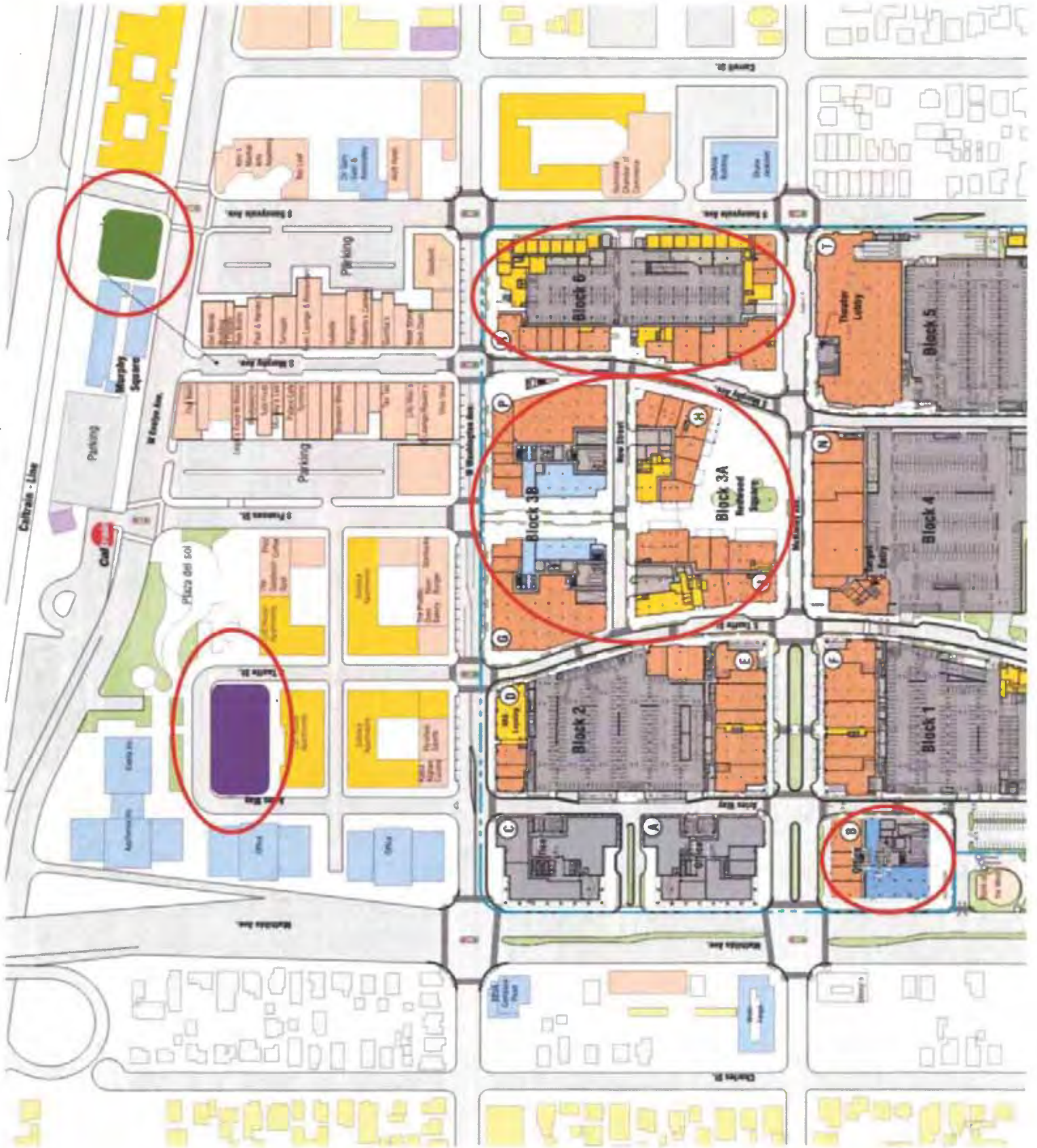
Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products. (Section 18993.3)		
<b>Edible Food Recovery</b>			
17.	Commencing January 1, 2022, annually provide Tier One and Tier Two Edible Food Generators with information about the food recovery program, Generator requirements, Food Recovery Organizations and services, and Edible Food source-reduction information (Section 18985.2)	City to develop and provide to Contractor to distribute outreach materials for Commercial Edible Food Generators businesses during annual inspections.	Contractor to provide outreach material to Edible Food Generators during annual inspections.  Contractor to post City-developed educational material on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request and review and make updates/changes to website on a monthly basis to ensure accuracy of information.

**EXHIBIT L:  
DOWNTOWN AREA**

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- Existing Retail
- Proposed Parking
- Existing Parking
- Office
- Residential
- Proposed Retail
- Project Property

**Legend**



**EXHIBIT M:  
FORM OF PERFORMANCE BOND**

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Bond No. CMS0223899

RLI Insurance Company  
Commercial Surety Division

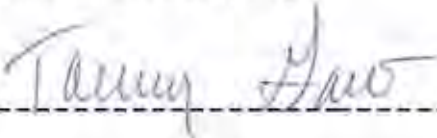
## CONTINUATION CERTIFICATE

The RLI Insurance Company as surety hereby continues in force Bond No. CMS0223899, described as Solid Waste Contract, bound unto the City of Sunnyvale, and issued on behalf of Bay Counties Waste Services, Inc. in the amount of Three Million dollars and no/100 (\$3,000,000.00) for the period beginning the 1st day of February ,2021, and ending on the 31st day of January, 2022 subject to all covenants and conditions as set forth and expressed in said bond.

This continuation certificate is executed upon the express condition that the Company's liability under the said bond and this and all continuation certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the sum of the bond in force at the time of default.

**Dated at Sunnyvale, California this 1 st day of February 2021.**

RLI Insurance Company

BY: -----

Tammy I. Gaw Attorney-In Fact



RLI Surety  
P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (309)645-2402 | Fax: (309)689-2036  
www.rlisrp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Tammy Gaw

in the City of Sunnyvale, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of March, 2013.



**RLI Insurance Company**

By: [Signature]  
Roy C. Die Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

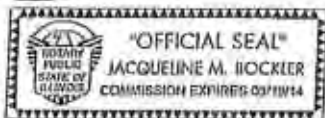
On this 20th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this      day of     .

By: [Signature]  
Jacqueline M. Boekler Notary Public

**RLI Insurance Company**

By: [Signature]  
Roy C. Die Vice President



00241105017

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

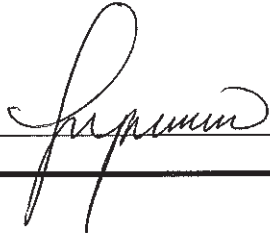
State of California  
County of Santa Clara )

On Feb. 1, 2021 before me, Ryza Maspinas, Notary Public  
(insert name and title of the officer)

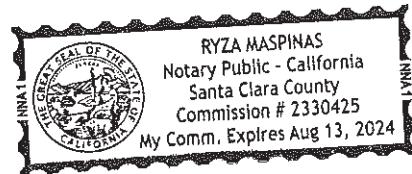
personally appeared Tammy I. Gaw  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



*Handwritten initials*