

**CITY OF ALBANY**  
**REQUEST FOR PROPOSALS FOR**

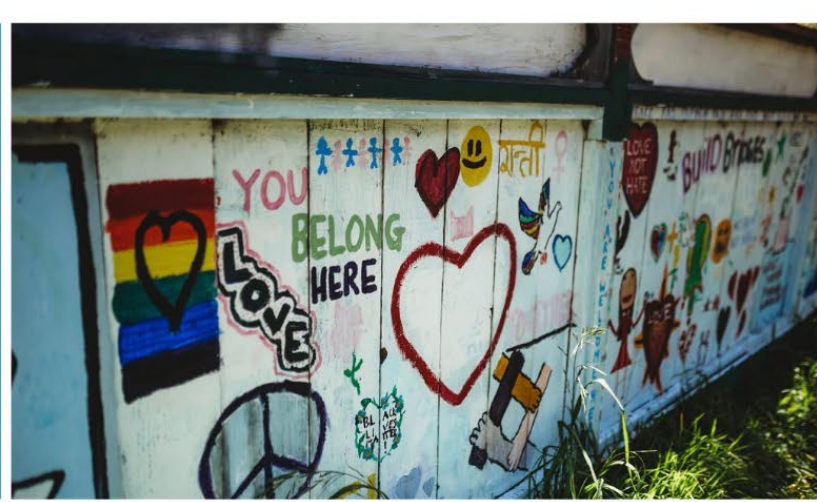
**Organic Materials, Recyclable Materials, and Solid Waste Collection**

**Proposal Information:** The City of Albany, California (City) is requesting submittal of proposals for collection of solid waste, recyclable materials, and organic materials; and, provision of related programs and services. HF&H Consultants, LLC is managing the RFP process on behalf of the City of Albany.

**RFP Process:** Please follow the following steps to participate in the process:

1. **Register for Correspondence, RFP, and Announcements:** To be placed on the list of interested parties for this RFP process, email [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com) and include a signed copy of the Albany RFP Process Communications Protocol, RFP Attachment G (one signed copy per proposing company/entity). You will be placed on the list of interested parties registered to receive future correspondence and announcements related to this RFP.
2. **Access to RFP Package:** Download the RFP package, related materials, and any later addenda from the following website: <http://www.hfh-consultants.com/hfh-clients/Albany-RFP/>
3. **Key Proposal Process Dates:** See RFP Figure 1 for key RFP process dates.
4. **Proposer Questions and City Responses:** Proposers should submit all questions regarding this RFP in writing by email to [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com) by the dates shown in Figure 1. Do not seek to communicate with City staff regarding the RFP package or RFP process. Proposer questions and City responses will be issued as addenda, without identifying the party submitting the question.
5. **Pre-Proposal Meeting:** All potential proposers should attend the mandatory pre-proposal meeting at the time and date specified in Figure 1. The City may hold the meeting virtually and/or in person. The City will update registered proposers via email with the meeting details, once confirmed. The City may, but is not obligated to, reject proposals received from proposers that do not attend the pre-proposal meeting.
6. **Receiving the RFP Addenda and Other Updates:** Registered proposers will receive email notification of the issuance of addenda, or of any other updates to the RFP Package. However, it is the sole responsibility of each proposer to ensure that they have downloaded all relevant documents including addenda. Add the domain @hfh-consultants.com to your safe senders list in order to help ensure that you receive email related to the Albany RFP process.
7. **Proposal Submittal:** All proposals shall be submitted in the format specified in Section 4.5.4 of the RFP, no later than 3:00 pm on the date specified in Figure 1.
8. **Compliance with City's Process Integrity Policy:** Proposers are solely responsible for ensuring that all team members, including affiliates, subcontractors, and individual staff are made aware of, and maintain compliance with the RFP Process Communications Protocol. Any party that violates the terms of the protocol may, at City's sole discretion, be disqualified at any time from further participation in the City's RFP process. Primary proposers may share the RFP link with other team members including affiliates and subconsultants, or may choose to require that team members submit their own executed RFP Process Communications Protocol Form to [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com).

Please see Section 4.5 for more information regarding the proposal submittal process.



# City of Albany

Request for Proposals for  
Organic Materials, Recyclable Materials,  
and Solid Waste Collection Services



July 26, 2021

*This document is formatted for double-sided printing*

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**ATTACHMENTS**

- A. Draft Franchise Agreement for Collection Services
  - 1. Draft Franchise Agreement
  - 2. Draft Franchise Exhibits
- B. Cost Proposal Forms
  - 1. Base Cost Proposal Forms
  - 2. Alternative Cost Proposal Forms
- C. Current Customer Rates
- D. Secretary’s Certificate
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## SECTION 1: INTRODUCTION

### 1.1 Overview

As an environmental leader, the City of Albany (City) has adopted a “Climate Action and Adaptation Plan” and has implemented policies to reduce the amount of waste produced within the City to conserve natural resources, save water and energy, decrease pollution, meet compliance with state and federal regulations, and support the City’s overall sustainability goals, including but not limited to sustainable materials management and the reduction of greenhouse gases.

As of the close of 2020, the City service area included approximately 4,500 single-family accounts, approximately 400 multi-family accounts, and approximately 240 commercial accounts.

The City is seeking proposals for a ten-year period to provide collection of organic materials, recyclable materials, construction and demolition material, and solid waste from residents and businesses. Waste Management of Alameda County (WMAC) provides collection services to the City through a Franchise Agreement which expires on April 30, 2023. The new Franchise Agreement may be extended at the City’s sole option for up to an additional five (5) years. The City is not soliciting proposals for processing or disposal (post-collection) services through this RFP. All collected materials are to be delivered by direct haul to the Davis Street Transfer Station in San Leandro.

Through this Request for Proposals (RFP), the City is looking for a service provider who will deliver high quality cost-effective service, maintain competitive rates, and support the City’s environmental goals. This RFP document contains the following: the goals and objectives of the City; an overview of this RFP; a description of the RFP’s organization; the RFP schedule; and, a list of readily available background information.

Note that many terms used in this RFP are defined in Exhibit A of the Draft Franchise Agreement, which is presented as Attachment A hereto.

### 1.2 City’s Goals and Objectives

The City of Albany is requesting proposals from companies that have demonstrated experience and success in providing recyclable materials, organic materials, construction and demolition, and solid waste collection services comparable to those described in this RFP, under a franchise agreement with a community comparable to or larger than the City. The City seeks proposals from entities that have demonstrated delivery of exemplary customer service, and that place a high priority on providing cost-effective, high-diversion services to all residents, businesses, and contractors in the City.

The City’s goals and objectives for this procurement, and for future collection services are as follows:

- Provide exceptional, courteous, timely, responsive, high-quality services to customers, with a customer-focused philosophy.
- Ensure that the City and its residents and businesses achieve, and maintain or exceed compliance with State solid waste and recycling requirements, including but not limited to AB 939, AB 341, AB 1826, SB 1383, and all current and future related regulations.
- Support the City in achieving the goals of the City’s Climate Action and Adaption Plan.

- Support the State’s goal of resource conservation, with priority for the hierarchy of waste reduction, reuse, recycling, composting, transformation, and landfilling.
- Expand and enhance the opportunities for residents and businesses in the City to divert recyclable and organic materials from landfill disposal.
- Provide the opportunity for conversion to an electric fleet.
- Minimize environmental impacts of collection operations.
- Provide service to customers at reasonable rates that are effectively managed over the term of the new Franchise Agreement to minimize future rate increases.
- Engage a Contractor that cooperatively delivers service to customers and the City, and collaborates with the City to allow programs to evolve over time.
- Engage a Contractor that is a strong community citizen (e.g., participation in community events and organizations).
- Provide for contractual arrangements that can be easily and effectively managed by City staff and selected proposer.
- Ensure a fair and equitable Agreement for all parties.

### 1.3 RFP Overview

Waste Management of Alameda County Inc. (WMAC) is nearing the end of a collection franchise originally awarded by the City of Albany (City) in May 2010. Under the current franchise agreement, WMAC collects solid waste, recyclables, and organic materials from residents, businesses, and construction sites. The initial franchise agreement term was scheduled to end on October 31, 2021, and the City and WMAC negotiated an extension through March 31, 2023. The City Council has directed staff to pursue a competitive Request for Proposals (RFP) process, with the goal of entering into a new collection services franchise agreement for a term of ten years from April 1, 2023 through March 31, 2033. All materials collected under the new franchise will be delivered by direct haul to the Davis Street Transfer Station in San Leandro.

The City’s future needs will be significantly shaped by the need to implement, and to maintain compliance with SB 1383, “Short-Lived Climate Pollutants Reduction Act,” and corresponding regulations.<sup>1</sup> With service commencement on April 1, 2023, the next collection contractor will be continuing to develop, implement, and maintain SB 1383 services that will first become effective January 3, 2022.

This Request for Proposal (RFP) details the RFP process and highlights the specific services that proposers should address in their proposal. The package includes a Draft Franchise Agreement, cost proposal forms, and other relevant attachments. The procurement process involves soliciting and evaluating proposals, selecting the future contractor, executing a contract with the selected contractor, and establishing an

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<sup>1</sup> SB 1383 Short-Lived Climate Pollutants Reduction Act (Lara, 2016), sets the goal of reducing statewide disposal of organic waste from 2014 levels by 50 percent by 2020 and 75 percent by 2025, and establishes a 2025 target of recovering for human consumption at least 20 percent of the amount of edible food that is currently disposed. Decomposition of disposed organic materials creates methane, a potent greenhouse gas. For the purposes of this RFP, “SB 1383” generally refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reduction Regulations, rather than the statute as a whole, developed by CalRecycle and adopted on November 3, 2020.

implementation period leading to commencement of services on May 1, 2023. The City wishes to receive proposals from companies that have demonstrated experience in safely providing services comparable to those described in this RFP and the Draft Franchise Agreement (Attachment A).

Through this RFP, the City is requesting that proposers submit proposal information on the “Base Services” which cover collection services and programs that are very similar to the scope of services under the current agreement, as well as information for “Alternative Services”. Proposers also have the option to provide proposals for other innovative or cost saving proposals.

Requested services are summarized in Section 3 of this RFP.

## 1.4 Organization of RFP

This RFP is organized into six sections as follows:

**Section 1** provides a brief introduction to the RFP.

**Section 2** provides background information on the City, including current service arrangements.

**Section 3** presents the scope of requested collection and processing services.

**Section 4** provides information on the RFP Process, with more specific information on the RFP policies, conditions, and submittal process.

**Section 5** describes proposal submittal requirements.

**Section 6** outlines the proposal evaluation process and criteria by which the proposals will be evaluated.

The attachments include the Draft Franchise Agreement, proposal forms, current rates for collection and processing services, and additional background information.

## 1.5 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Sections 4 and 5. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.

**Figure 1: RFP Schedule<sup>2</sup>**

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	July 26, 2021
Deadline for submittal of written questions before the pre-proposal meeting	August 9, 2021
<b>Mandatory pre-proposal meeting (tentative)</b>	<b>August 11, 2021</b>

<sup>2</sup> Note that the City, at its sole discretion, may modify this process and/or schedule to best meet the needs of the City.

ACTIVITY	COMPLETION DATE*
City issues Addendum 1: summary of responses provided at the pre-proposal meeting	August 18, 2021
Deadline for request to be included on correspondence list to ensure receipt of communications	August 18, 2021
Deadline to submit additional written questions	August 25, 2021
City will issue Addendum 2: responses to written questions; summary of responses provided at the pre-proposal meeting, RFP addendum if necessary	September 1, 2021
<b>Proposers submit proposals</b>	<b>Sept 24, 2021</b>
City conducts preliminary evaluation, clarifies proposal questions	September – October 2021
City conducts interviews with one or more proposers	October 2021
City completes negotiations with one or more proposers	November – December 2021
City Council approves selected Contractor	January 2022
Selected Contractor begins providing service	April 1, 2023

## 1.6 Readily Available Background Information

Figure 2 contains a list of readily available sources that provide background information on the City. Additional background information is provided in Section 2 and in the RFP attachments.

**Figure 2: Readily Available Background Information**

Resource	Relevant Content	Location
RFP Website	<ul style="list-style-type: none"> <li>• Current Franchise Agreement</li> <li>• Post-Collection Services Agreement</li> <li>• Account and Service Level Data</li> <li>• Current Rates</li> <li>• Route Maps</li> </ul>	<i>To be added</i>
City Website	<ul style="list-style-type: none"> <li>• General information</li> <li>• Solid Waste &amp; Recycling Services</li> <li>• General Plan</li> <li>• Climate Action and Adaption Plan</li> <li>• Municipal Code*</li> </ul>	<i>To be added</i>
Other	<ul style="list-style-type: none"> <li>• City of Albany Living Wage requirements</li> </ul>	<a href="https://www.albanyca.org/departments/finance-administrative-services/living-wage-info">https://www.albanyca.org/departments/finance-administrative-services/living-wage-info</a>

\* Note that the City will be developing and adapting an SB 1383 ordinance, and may revise sections of the Municipal Code, as needed, following the RFP process, to ensure that there are no inconsistencies between the Municipal Code and the final Franchise Agreement.

## **SECTION 2: BACKGROUND**

### **2.1 Summary of Current Services**

Pursuant to Chapter 15-2 of the City Municipal Code, all occupied premises are required to have and pay for collection service for discarded materials through the City of Albany's franchised hauler. Under the existing collection agreement, WMAC collects residential and commercial solid waste, recyclables, organic materials, and construction and demolition materials from customers within the City at City-approved rates. WMAC provides collection services to City facilities at no charge to the City. WMAC also provides collection service for public litter containers that are owned and maintained by the City.

The City currently has separate agreements with WMAC for collection services, and for disposal and processing (post-collection) services. Under the current post-collection agreement WMAC processes all recyclable materials and organic materials, and disposes of all solid waste. The selected proposer will be required to deliver all discarded materials collected under the new collection Agreement to the Davis Street Transfer Station, in accordance with the City's disposal and processing agreement with WMAC.

Currently, WMAC is responsible for billing for all customers. Single-family customers are billed on a quarterly basis in advance of service, and commercial and multi-family customers are billed monthly in arrears.

WMAC provides all customer service related to the current franchise. This includes all customer service call center, electronic, and web-based customer interactions. The City strongly prefers that the selected proposer utilize a local customer service call center.

The selected proposer will be required to purchase new collection vehicles for use in providing services under this agreement. Portions of the City have narrow streets and alleys that can make collection difficult and may require use of smaller trucks.

The selected proposer will be required to provide new collection containers that comply with the color and labeling requirements of SB 1383 for all customers at the commencement of the new Franchise Agreement. The selected proposer will be responsible for distribution, repair, and maintenance of all collection containers.

Schools and federal facilities are not currently receiving service through the franchise, but the City may in the future require the inclusion of one or both as franchise services.

See Section 3.3 for a more detailed summary of the City's current recyclable materials, organic materials, and solid waste collection services provided to single-family, multi-family, and commercial customers, including a comparison to the requested services under the new Draft Franchise Agreement.

### **2.2 Demographic Information**

The City of Albany is located in Alameda County. The City's 2020 population was approximately 19,300, with approximately 6,980 single and multi-family housing units. The table below presents a summary of the demographic and housing data provided by the CA Department of Finance.

**Figure 3: Household Data**

Single Homes	Two to Four Units	Five Plus	Mobile Homes
4,515	833	1,607	25

Source: CA Department of Finance Table E-5 City/County Population and Housing Estimates 1/1/2021.

For more information about the City, please visit our website at [www. https://www.albanyca.org](https://www.albanyca.org).

## 2.3 Current Tonnage, Container, and Account Data

Figure 4, below, summarizes recent historical volumes of materials collected in the City, as reported by WMAC. Figure 5a, below, summarizes customer account data for 2018 through 2020, as reported by WMAC. Figure 5b shows the total number of carts and Figure 5c shows the number of bins separated by container size, material type, and customer sector.

**Figure 4: Annual Materials Collected**

(Source: WMAC Reports to City)

	2018	2019	2020
<b>Recyclable Materials (tons)</b>			
Single-Family	1,448	1,402	1,478
Multi-Family / Commercial Total	837	733	555
Roll-Off		159	28
C&D	138	223	78
City of Albany Mixed Recycle		48	47
<b>Organic Materials (tons)</b>			
Single-Family	2,009	2,112	2,235
Multi-Family	119	152	151
Holiday Trees (SFD + MFD)		2.5	19
Commercial	581.07	572	322
Roll-Off	113	103	54
City of Albany Roll-Off		40	27
City of Albany Non Roll-Off		57	52
<b>Solid Waste (tons)</b>			
Single-Family	1,608	1,571	1,602
Multi-Family / Commercial Total	2,192	2,094	1,708
City of Albany Roll-Off		96	61
City of Albany Non Roll-Off		205	185
Roll-Off	1,205	1,038	725
<b>Residue (Tons)</b>			
Single-Family	335	325	343
Multi-Family / Commercial Total	59	170	129
City of Albany		11	14
Drywaste	137	0	137

**Figure 5a: Number of Carts by Capacity and Material Type**  
*(Source: WMAC Reports to City)*

<b>Cart Capacity (Gallons)</b>	<b>10</b>	<b>20</b>	<b>30</b>	<b>60</b>	<b>90</b>
<b>MSW</b>					
Single Family	461	918	2661	179	9
Multi-Family	2	4	282	61	79
Commercial	0	0	87	48	50
City Services	0	0	169	10	16
<b>Mixed Recycle</b>					
Single Family	0	0	175	3812	205
Multi-Family	0	0	2	178	262
Commercial	0	1	27	45	159
City Services	0	0	1	22	9
<b>Greenwaste/Organics</b>					
Single Family	0	0	217	3809	149
Multi-Family	0	0	28	202	20
Commercial	0	0	38	29	38
City Services	0	0	2	14	19

**Figure 5b: Number of Cart Accounts by Customer and Material Type**  
*(Source: WMAC Reports to City)*

	<b>2019</b>	<b>2020</b>
<b>MSW</b>		
Single-Family	4,135	4,160
Multi-Family	137	135
Commercial	184	157
City Services	116	117
<b>Mixed Recycle</b>		
Single-Family	4,114	4,140
Multi-Family	172	170
Commercial	188	164
City Services	11	13
<b>Greenwaste/Organics</b>		
Single-Family	4,110	4,138
Multi-Family	160	164
Commercial	101	94
City Services	11	13



**Figure 5c: Number of Bin Accounts by Customer and Material Type**  
(Source: WMAC Reports to City)

	2019	2020
<b>MSW</b>		
Multi-Family	41	43
Commercial	93	81
City Services	3	3
<b>Mixed Recycle</b>		
Multi-Family	41	43
Commercial	93	81
City Services	3	3
<b>Greenwaste/Organics</b>		
Multi-Family	41	43
Commercial	93	81
City Services	3	3

## 2.4 Historical Operating Information

Figure 6 below summarizes information on the number and type of collection vehicles currently utilized by WMAC.

**Figure 6: Inventory of Collection Vehicles**  
(Source: WMAC Reports to City)

Sector	Collection Vehicles
Residential	5.5
Commercial	1.4
Roll-Off	0.34
<b>Total Vehicles</b>	<b>7.24</b>

The residential collection schedule will remain the same for all customers at the beginning of the new Franchise Agreement, and may not be changed during the term of the new Franchise Agreement without prior City approval. Please see the RFP Website for further details, including current route maps.

Figure 7, below, summarizes the types and quantities of bulky items collected in the years 2019 and 2020.

**Figure 7: Types and Quantities of Bulky Items Collected**  
(Source: WMAC Reports to City)

	Large Appliances	Televisions	Tires	Mattresses	Small Electronics	Mixed Material
	Units	Units	Units	Units	Units	Tons
2019	60	49	54	94	41	153
2020	115	62	65	57	35	136

## 2.5 Current Rate Revenues

Figure 8 below provides the annual rate revenues resulting from the most recent three years of the current franchise agreement.

**Figure 8: Annual Rate Revenues**  
(Source: WMAC Reports to City)\*

	Container Division	Drop Box Division	Residential	TOTAL
2020	\$1,512,913	\$322,411	\$2,426,179	\$4,261,502
2019	\$1,293,835	\$459,443	\$1,998,053	\$3,751,331
2018	\$1,217,247	\$427,953	\$1,952,265	\$3,597,466

\*Data for 2018 and 2019 is net of franchise fees.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1 Overview**

Section 3 describes the City's services to be provided under the Draft Franchise Agreement.

Proposers must submit a "Base Proposal" and an "Alternative Proposal." The technical and cost proposals for the Alternative Proposals will be evaluated and used by the City to determine if one or more of the alternative services will be included in the final scope of the new Franchise Agreement. The scope of services for the Base Proposal and Alternative Proposals are summarized in Sections 3.3 and 3.4, respectively.

The Draft Franchise Agreement presents all of the contract terms and conditions including a complete description of the collection services and programs requested, as well as addressing Contractor's compensation and rate-setting methods, dispute resolution, indemnification, insurance, performance assurances, default and remedy provisions, termination rights, performance standards and consequences for non-compliance, reporting obligations, and other provisions. If there are differences between the summary of requested services described in this RFP and the Draft Franchise Agreement, the terms and conditions in the Draft Franchise Agreement shall prevail.

### **3.2 Key City Priorities**

The following are key areas of City priority for provision of future collection services.

#### **3.2.1 Service Transition**

Proposers must address how, as applicable, they will ensure a smooth and successful transition of service, including, but not limited to, customer communication, billing transition, coordination of old container removal, maintenance and relabeling of existing containers (as applicable), and new container assembly and delivery.

#### **Customer Service**

The City, and its residents and businesses expect provision of a high level of customer service. Proposers should address how they will provide high-quality service in responding to traditional customer service requests such as missed or incomplete collection complaints.

#### **Diversions and Contamination**

The selected contractor will need to work aggressively to maximize diversion of collected materials while minimizing contamination of each stream. The Draft Franchise Agreement provides a minimum diversion level to ensure that diversion rates do not decline, and a future diversion rate table for proposers to complete. "Diversion" is measured as the ratio of collected organic materials and recyclables to the sum of collected organic materials, recyclables, and solid waste. The City is also interested in receiving proposer ideas for other ways to assess contractor performance in ensuring the quality of material set-outs.

#### **SB 1383 General Compliance**

The SB 1383 regulations require that jurisdictions implement a range of programs, including, but not limited to mandatory collection of solid waste, recyclable materials, and organic materials, processing

facility standards, contamination monitoring, education and outreach, recordkeeping, reporting, compliance monitoring and inspections, development of food recovery programs, and generator enforcement. The City intends to delegate most ongoing SB 1383 activities to the selected proposer through this RFP process. The City is a member agency of the Alameda County Waste Management Authority (StopWaste) and anticipates delegating certain activities to StopWaste and the County Environmental Health Department, particularly those related to edible food recovery. The selected proposer will need to actively coordinate and collaborate with the City, StopWaste, or other City-designees providing services related to SB 1383.

### **Public Education, Outreach, and Technical Assistance**

Implementation of SB 1383, and successful expansion of multi-family and commercial organic materials programs will require providing quality technical assistance, customer education, and outreach in a manner that results in positive behavior change. Proposers must demonstrate how they will successfully meet both the letter and the spirit of the public education, outreach, and technical assistance provisions contained in the Draft Franchise Agreement. Proposers must provide technical assistance using their own staff and/or subcontractors, and should provide a scope of work that clearly defines the tasks to be undertaken, how the tasks will be managed and conducted, and coordination with subcontractor staff as applicable.

#### **3.2.2 Generator Compliance**

SB 1383 will require strong communication between the selected proposer, customers, and the City regarding challenging new customer service issues. In particular, as outlined in the agreement the City has identified a process for addressing contaminated set-outs that focuses first on education and second on enforcement, with issuance of three courtesy notices prior to assessment of a fine or increased rates, and mechanisms to address any small subset of customers that are noncompliant on an ongoing basis. Proposers should also address how they will provide these SB 1383-related services.

#### **3.2.3 Recordkeeping and Reporting**

SB 1383 will require important added elements to recordkeeping and reporting. Please address how to meet the recordkeeping and reporting requirements of the Draft Franchise Agreement in a manner that ensures all necessary information is collected and managed to meet all SB 1383 requirements related to the "Implementation Record" under SB 1383.

#### **3.2.4 Other Key Requirements of SB 1383**

Other key areas of SB 1383 compliance include, but are not limited to:

1. Labeling collection containers and complying with container color requirements.
2. Conducting on-route contamination minimization requirements, including the specific roles of drivers, route supervisors, other staff, and subcontractors.
3. Provision of SB 1383 collection waivers, should the City choose to adopt them, including suggestions for a process to identify eligible generators and to approve and provide waivers.
4. Potential City adoption of contamination surcharges, including suggestions for structuring, and for setting the amount of such fees.

5. Conduct annual route reviews, including equipment and staffing needs, and use of subcontractors, etc. Provide unit daily pricing for this service as specified in the Alternative Services Cost Proposal Forms.

### 3.2.5 Electric Vehicles

Transitioning to electric vehicles (EVs) is a key strategy in the City’s Climate Action and Adaptation Plan, and the City wishes to be on the leading edge of EV adoption. In alignment with that goal, the City is interested in receiving Alternative Services proposals for use of electric vehicles for light-, medium- and heavy-duty use. Please provide your assessment of the market, including when you anticipate heavy-duty EV collection vehicles will be available, and how you would implement use of such a fleet. The City reserves the right to request additional information including costs, and to negotiate use of EV’s with short-listed proposers.

## 3.3 Scope of Services for Base Proposal

The selected proposer shall have the exclusive right to collect residential and commercial recyclable materials, organic materials, solid waste, and C&D, subject to the limitations described in Section 1.2 of the Draft Franchise Agreement. Under the terms of the Draft Franchise Agreement, the Contractor will be required to transport and deliver all discarded materials to the Davis Street Transfer Station for provision of all post-collection services.

Figures 9 through 12 below summarize current base services for single-family, multi-family, and commercial customers, and other services, and identify the requested changes in base services. Figures 10 through 13 are provided for proposer convenience, but proposal development should rely on review of the Draft Franchise Agreement for full details on service requirements.

**Figure 9: Single-Family Collection Base Services**

Service	Current SFD Service	Requested SFD Base Services
<b>Recyclable Materials</b>	<ul style="list-style-type: none"> <li>• Weekly, curbside</li> <li>• Carts (32-, 64-, or 96-gallon)</li> <li>• Containers provided by Contractor</li> <li>• Gray body with gray lid</li> <li>• Customer may request additional carts at no charge</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Cart colors: Blue body and blue lid</i></li> <li>• <i>Additional cart available, upon customer request, at City-approved rates</i></li> </ul>

Service	Current SFD Service	Requested SFD Base Services
<p><b>Organic Materials</b></p>	<ul style="list-style-type: none"> <li>• Commingled organic materials (yard trimmings and food scraps)</li> <li>• Weekly, curbside</li> <li>• Carts (32-, 64-, or 96-gallon)</li> <li>• Customer may request additional carts for a charge</li> <li>• Green body with green lid</li> <li>• Garden Paper Bags available for purchase by mail or at Contactor’s office. Contactor to maintain a sufficient inventory.</li> <li>• No additional charge for collection of garden paper bags beyond the purchase of the bag</li> <li>• Curbside Holiday tree collection, at no cost. Flocked or decorated trees are not collected.</li> <li>• If City acquires small kitchen containers, Contactor to distribute containers to all premises as directed by City</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Contractor shall purchase and provide kitchen pails, upon customer request</i></li> <li>• <i>Compostable plastics are not currently accepted for collection, but the contractor shall collect them in the future, if directed by the City.</i></li> </ul>
<p><b>Solid Waste</b></p>	<ul style="list-style-type: none"> <li>• Weekly, curbside</li> <li>• Carts (10-, 20-, 32-, 64-, or 96-gallon)</li> <li>• Maroon body with maroon lid</li> <li>• Customer may request additional carts for a charge</li> <li>• Temporary collection service upon customer request, using bins or roll-offs</li> <li>• Collection of additional solid waste collection bags purchased by the customer:                             <ul style="list-style-type: none"> <li>• Bags available for purchase by mail or at Contactor’s office.</li> <li>• Contactor to maintain a sufficient inventory of bags</li> <li>• No additional charge for collection of bags beyond the purchase of the bag</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Cart colors: Gray lid and gray body</i></li> <li>• <i>Carts (20-, 32-, 64-, or 96-gallon)</i></li> <li>• <i>Contractor shall provide service for customers currently receiving 10-gallon container service; however, the City intends this to be a legacy service available only to current subscribers. Contractor will not provide this service for new customers or in the circumstances described in Exhibit B1.3 of the Draft Franchise Agreement.</i></li> </ul>
<p><b>Backyard or Sideyard</b></p>	<ul style="list-style-type: none"> <li>• Backyard service provided to customers at an increased rate.</li> <li>• Provided to disabled individuals at no additional cost</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service</li> </ul>

Service	Current SFD Service	Requested SFD Base Services
<p><b>Household Hazardous Waste (HHW) and Used Oil</b></p>	<ul style="list-style-type: none"> <li>• Curbside household batteries collected in customer provided plastic bag on top of recyclable materials cart</li> <li>• Curbside cell phones collected in customer provided plastic bag on top of recyclable materials cart</li> <li>• Compact fluorescent lights (CFLs) collected from single-family customers in Contractor provided bag that seals to prevent vapor leakage on top of recyclable materials cart</li> <li>• Provide containers for motor oil and filters; curbside collection of 3-gallons per unit per week</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>No curbside collection for cell phone or laptop batteries</i></li> <li>• <i>Used Cooking Oil, Motor Oil, and Filters</i> <ul style="list-style-type: none"> <li>• <i>Provide a “used oil recovery kit”, including one(1-) gallon translucent plastic containers with screw-on tops and 6-mil plastic sealed bags</i></li> </ul> </li> </ul>
<p><b>Bulky Item Collection</b></p>	<ul style="list-style-type: none"> <li>• On-call curbside clean-up as scheduled by customer, up to once per year at no charge</li> <li>• Second clean-up for customers upon request; the first 300 2nd clean-up events provided at no charge; then contractor can charge customers</li> <li>• Schedule pick-ups within 2 weeks of request</li> <li>• Contractor to promote events with billing inserts and a minimum of 2 local newspapers</li> <li>• City to approve event advertising</li> <li>• Contractor to accept appliances (up to 2), bulky items, recyclable materials, yard trimmings, tires (up to 4), wood, e-waste, and rubbish</li> <li>• Events shall include participation from re-use vendors to accept donated and recyclable items</li> <li>• Mattresses to be delivered to St. Vincent de Paul Society of Lane County in Oakland</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• On-call curbside collection service, as scheduled by customer, <i>up to 3 times per calendar year</i> at no charge</li> <li>• <i>Contractor shall collect yard trimmings separately from other materials</i></li> <li>•</li> </ul>

*Italics* denote changes to existing services.

Alternative services are not described in this table; refer to Section 3.4.

**Figure 10: Multi-Family Collection Base Services**

Service	Current MFD Service	Requested MFD Base Services
<p><b>Recyclable Materials</b></p>	<ul style="list-style-type: none"> <li>• Minimum weekly collection, up to 5 days/week</li> <li>• Individual or centralized cart and bin service</li> <li>• No less than 96 gallons for every 4 units</li> <li>• 32-, 64-, 96-gallon carts</li> <li>• 1-8 cubic yard bins</li> <li>• Cart color: gray with gray lid; Bin color: gray with black lid.</li> <li>• Collection at location agreed upon by Contractor and customer</li> <li>• Required to work closely with MFD with 100 or more units to develop and customize recyclable materials program</li> <li>• If City acquires small in-apartment recyclable materials containers, Contractor to distribute containers to all units as directed by City</li> <li>• Multi-family premises to receive services for multi-family premises if co-located/attached to commercial premise</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Cart colors: blue body with blue lid</i></li> <li>• <i>Bin colors: blue body with gray lid</i></li> <li>• <i>No less than 96 gallons for every 5 units.</i></li> <li>• <i>Required to work closely with MFD (regardless of units) in advance of the Commencement Date to determine the appropriate container sizes and service frequency.</i></li> </ul>
<p><b>Organic Materials</b> (Yard Trimmings, Food Scraps, Soiled Paper Products, and Clean Wood)</p>	<ul style="list-style-type: none"> <li>• Voluntary subscription</li> <li>• Minimum weekly collection, up to 5 times per week</li> <li>• 32, 64, and 96 gallon carts</li> <li>• All organic materials</li> <li>• Holiday tree collection, at no cost, either curbside or in debris boxes for multi-family premises with 100+ units. Flocked or decorated trees are not collected.</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Mandatory subscription</i></li> <li>• <i>32-, 64-, and 96-gallon carts and 1 – 8 cubic-yard bins.</i></li> <li>• <i>Required to work closely with MFD in advance of the Commencement Date to determine appropriate container sizes and service frequency.</i></li> <li>• <i>Purchase and distribute kitchen pails to all multi-family customers upon commencement of the agreement.</i></li> <li>• <i>Holiday tree collection for all multi-family customers (regardless of units)</i></li> <li>• <i>Compostable plastics are not currently accepted for collection, but the contractor shall collect them in the future, if directed by the City</i></li> </ul>



Service	Current MFD Service	Requested MFD Base Services
<b>Solid Waste</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection</li> <li>• Collection location selected by customer and approved by City</li> <li>• Individual cart service:                             <ul style="list-style-type: none"> <li>• 20, 32, 64, and 96 gallon carts</li> <li>• Additional customer-purchased solid waste collection bags</li> </ul> </li> <li>• Collection of additional solid waste collection bags purchased by the customer:                             <ul style="list-style-type: none"> <li>• Bags available for purchase by mail or at Contactor’s office.</li> <li>• Contractor to maintain a sufficient inventory of bags</li> <li>• No additional charge for collection of bags beyond the purchase of the bag</li> </ul> </li> <li>• Centralized bin or cart service                             <ul style="list-style-type: none"> <li>• No less than 96 gallons for every 4 units</li> <li>• 32, 64, 96 gallon carts</li> <li>• 1-8 cubic yard bins</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Removal of 20 gallon solid waste cart for MFD Service</i></li> <li>• <i>No less than 96 gallons for every 5 units</i></li> <li>• <i>Cart and bin colors: gray body and gray lid</i></li> </ul>
<b>Household Hazardous Waste (HHW) and Used Oil</b>	<ul style="list-style-type: none"> <li>• Contractor to provide containers for motor oil and filters; Curbside collection of 3-gallons per unit per week</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Collect household batteries, provided that those batteries have been collected by the property manager in a centrally located receptacle and placed in a sealed, clear plastic bag and placed for collection. Customer to notify contractor before set out</i></li> <li>• <i>Used Cooking Oil, Motor Oil, and Filters</i> <ul style="list-style-type: none"> <li>• <i>Provide a “used oil recovery kit”, including one(1-) gallon translucent plastic containers with screw-on tops and 6-mil plastic sealed bags</i></li> </ul> </li> </ul>

Service	Current MFD Service	Requested MFD Base Services
<b>Bulky Item Collection</b>	<ul style="list-style-type: none"> <li>None specified for multi-family customers</li> </ul>	<ul style="list-style-type: none"> <li><i>Collect Bulky Items, Reusable Materials, and other materials from Multi-Family complexes one (1) time per year per dwelling unit, on an on-call basis.</i></li> <li><i>Service per unit: Up to 3 cubic yards of reusable materials, recyclable materials, yard trimmings, and solid waste; and, up to 3 bulky items of which one (1) may be an e-waste item. Maximum of 2 major appliances and 4 tires per customer</i></li> <li><i>Schedule pick-ups within 5 days of request</i></li> <li><i>Events shall include participation from re-use vendors to accept donated and recyclable items</i></li> <li><i>Mattresses to be delivered to St. Vincent de Paul Society of Lane County in Oakland</i></li> <li><i>Yard Trimmings to be separately collected</i></li> <li></li> </ul>
<b>Move-In/Move-Out Kits</b>	<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li><i>Move-in and move-out kits may be added to the scope of services, pending proposals received.</i></li> </ul>

*Italics denote changes to existing services.*

Alternative services are not described in this table; refer to Section 3.4.

**Figure 11: Commercial Collection Base Services**

Service	Current Commercial Service	Requested Commercial Base Services
<b>Recyclable Materials</b>	<ul style="list-style-type: none"> <li>Minimum weekly collection; up to 6 days per week</li> <li>Individual cart or bin service                             <ul style="list-style-type: none"> <li>32, 64, and 96 gallon carts</li> <li>1-8 cubic yard bins</li> </ul> </li> <li>Centralized cart or bin service                             <ul style="list-style-type: none"> <li>Minimum 96 gallons for every 4 premises</li> </ul> </li> <li>Debris boxes and compactors                             <ul style="list-style-type: none"> <li>10-50 cubic yards</li> <li>Compactors purchased or leased from Contractor or outside vendor</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Same base service, with the exception of the additions or modifications noted below (See Exhibit B3 of the Draft Franchise Agreement for full details)</li> <li><i>Cart colors: blue body and blue lid</i></li> <li><i>Bin colors: blue body and gray lid</i></li> <li><i>Upon Customer request, provide containers approximately twenty-three (23) gallons in capacity (“Slim Jims”) for indoor containment of Recyclable Materials (Contractor may charge customer for actual amount of container)</i></li> </ul>

Service	Current Commercial Service	Requested Commercial Base Services
<b>Organic Materials</b>	<ul style="list-style-type: none"> <li>• Voluntary subscription</li> <li>• Minimum weekly collection, up to six times per week</li> <li>• Individual cart or bin service                             <ul style="list-style-type: none"> <li>• 32, 64, and 96 gallon carts</li> <li>• 1-8 cubic yard bins</li> </ul> </li> <li>• Centralized bin or cart service                             <ul style="list-style-type: none"> <li>• No less than 96 gallons for every 4 premises</li> </ul> </li> <li>• Debris boxes and compactors                             <ul style="list-style-type: none"> <li>• 10-50 cubic yards</li> <li>• Compactors purchased or leased from Contractor or outside vendor</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Mandatory subscription</i></li> <li>• <i>Upon customer request, provide containers of approximately twenty-three (23) gallons in capacity ("Slim Jims") for indoor containment of organic materials (Contractor may charge customer for actual amount of container)</i></li> <li>• <i>Compostable plastics are not currently accepted for collection, but the contractor shall collect them in the future, if directed by the City</i></li> </ul>
<b>Solid Waste</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection</li> <li>• Collection location selected by customer and approved by City</li> <li>• Individual bin or cart service                             <ul style="list-style-type: none"> <li>• 32, 64, and 96 gallon carts</li> <li>• 1-8 cubic yard bins</li> </ul> </li> <li>• Centralized bin or cart service                             <ul style="list-style-type: none"> <li>• 2+ adjacent premises</li> <li>• No less than 96 gallons for every 4 premises</li> <li>• 32, 64, 96 gallon carts</li> <li>• 1-8 cubic yard bins</li> </ul> </li> <li>• Debris boxes and compactors                             <ul style="list-style-type: none"> <li>• 10-50 cubic yards</li> <li>• Compactors purchased or leased from Contractor or outside vendor</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below (See Exhibit B3 of the Draft Franchise Agreement for full details)</li> <li>• <i>Cart and bin colors: gray body and gray lid</i></li> </ul>

Service	Current Commercial Service	Requested Commercial Base Services
<p><b>Commercial Technical Assistance</b></p>	<ul style="list-style-type: none"> <li>• Contactor to work with customers on Solano Avenue and San Pablo Avenue to improve recyclable and organic material collection</li> <li>• Contactor to provide commercial customers with inside containers as necessary</li> <li>• Contactor to increase efforts and modify service levels for increased volumes of recyclable and organic materials</li> <li>• Shall conduct one meeting with each business to:                             <ul style="list-style-type: none"> <li>• Promote recycling</li> <li>• Present cost savings opportunities</li> <li>• Perform visual waste characterizations</li> <li>• Learn barriers</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <i>Meet with every Commercial Customer in advance of Commencement Date to determine appropriate Container sizes and service frequency.</i></li> </ul>

*Italics* denote changes to existing services.

Alternative services are not described in this table; refer to Section 3.4.

**Figure 12: Other Base Services**

Service	Current Service	Requested Services
<b>Public Education and Outreach</b>	<ul style="list-style-type: none"> <li>• Annual public education plan to City</li> <li>• Educational media shall include, but not be limited, to newsletters, flyers, door hangers, notification tags, and direct contact</li> <li>• Materials printed on a minimum 30% post-consumer content</li> <li>• Printed in English, Spanish, and Chinese</li> <li>• All materials approved by City</li> <li>• Minimum budget of \$5,000 in 2013 escalated by CPI each year</li> <li>• City can direct Contractor to include billing inserts describing City activities</li> <li>• Cost of inserts and postage paid for by City or included in costs upon which rates are based</li> <li>• Customer receive notice of rate changes 30 days before effective date</li> <li>• Promote on-call curbside clean-up events with billing inserts and a minimum of 2 local newspapers</li> <li>• City has right to promote events and programs on vehicles signs at no charge to City.</li> </ul>	<ul style="list-style-type: none"> <li>• Same as base services, with the exception of the additions or modifications noted below</li> <li>• <i>Materials shall be printed in double-sided, 100% Recycled and Recyclable paper</i></li> <li>• <i>Annual budget for Public Education and Outreach increased to \$125,000</i></li> <li>• <i>Cost for postage paid by Contractor and included in rates</i></li> <li>• Printed in English, Spanish, Chinese, and Korean</li> <li>• <i>On-call curbside clean-up promoted through instructional and promotional material.</i></li> <li>• <i>Plus additional education and outreach content required to comply with SB 1383 (See Exhibit C of the Draft Franchise Agreement for full details)</i></li> </ul>
<b>C&amp;D</b>	<ul style="list-style-type: none"> <li>• Collection from residential and commercial customers and directly delivered to Davis Street Transfer Station</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service.</li> </ul>
<b>Disposal and Processing</b>	<ul style="list-style-type: none"> <li>• All materials collected are directly delivered to Davis Street Transfer Station</li> <li>• City has a separate post-collection services agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service</li> </ul>

Service	Current Service	Requested Services
<b>Container Standards</b>	<ul style="list-style-type: none"> <li>Contractor to provide all cart, bin, and debris boxes to customers</li> <li>Cart colors:                             <ul style="list-style-type: none"> <li>Recyclables: Gray body and lid</li> <li>Organic Materials: Green body and lid</li> <li>Solid Waste: Maroon body and lid</li> </ul> </li> <li>Bin colors:                             <ul style="list-style-type: none"> <li>Recyclables: Gray with black lid</li> <li>Organic Materials: gray with green lid</li> <li>Solid Waste: green with black lid</li> </ul> </li> <li>Contractor to steam clean and repaint all bins and debris boxes as needed and remedy graffiti within 48 hours</li> <li>Containers damaged by Contractor replaced/repared within 1 week</li> <li>Contractor to replace damaged or stolen carts at no cost once per year</li> <li>All fully-depreciated containers become property of the City upon expiration or early termination of the Agreement; those containers not fully depreciated available to City at net book value</li> </ul>	<ul style="list-style-type: none"> <li>Same base service, with the exception of additions or changes noted below</li> <li><i>Cart and bin colors:</i> <ul style="list-style-type: none"> <li><i>Recyclables: blue body and lid</i></li> <li><i>Organic Materials: green body and lid</i></li> <li><i>Solid Waste: gray body and lid</i></li> </ul> </li> <li><i>All containers to have SB 1383-compliant labeling</i></li> <li><i>All new containers to be provided prior to commencement of the new Franchise Agreement with exception of current 10-gallon solid waste containers.</i></li> </ul>
<b>Review of Waivers</b>	<ul style="list-style-type: none"> <li>Not specified</li> </ul>	<ul style="list-style-type: none"> <li><i>Contractor to support with review of SB 1383 waivers (e.g., de minimis volumes and physical space constraint), if waivers are provided by the City</i></li> </ul>
<b>Compliance and Monitoring</b>	<ul style="list-style-type: none"> <li>Not specified</li> </ul>	<ul style="list-style-type: none"> <li><i>Contractor to conduct contamination monitoring route reviews in accordance with SB 1383 and the Draft Franchise Agreement</i></li> <li><i>Contractor to support with desk review of commercial and multi-family customers for SB 1383 compliance</i></li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Quarterly and annual reports required</li> <li>Event-specific reporting</li> <li>Billing and complaint reports</li> </ul>	<ul style="list-style-type: none"> <li><i>Same base services, with additional recordkeeping and reporting requirements, including some monthly requirements, added to align with SB 1383</i></li> </ul>
<b>Edible Food Recovery</b>	<ul style="list-style-type: none"> <li>Not included</li> </ul>	<ul style="list-style-type: none"> <li><i>Contractor will cooperate with edible food recovery efforts in the City</i></li> </ul>
<b>Compost Give-Back</b>	<ul style="list-style-type: none"> <li>Contractor to make 40 cubic yards of compost available per year for distribution at annual compost giveback events</li> </ul>	<ul style="list-style-type: none"> <li><i>Contractor to assist City in staffing compost give away events as requested by the City.</i></li> </ul>

Service	Current Service	Requested Services
<b>Special Events</b>	<ul style="list-style-type: none"> <li>• Solid waste and recyclable materials collected from a set list of events (currently 9 required in contract)</li> <li>• Contractor to prepare and distribute collection options and recycling information</li> <li>• Contactor to report estimated tonnage of collected material at each event</li> <li>• Events provided at no charge to City</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, except as specified below</li> <li>• Solid waste, recyclable materials, <i>and organic materials</i> to be collected</li> <li>• <i>Up to 12 annual events.</i></li> <li>• <i>Contractor shall cooperate with food recovery operations at special events.</i></li> </ul>
<b>Illegal Dumping</b>	<ul style="list-style-type: none"> <li>• Contractor’s drivers to note addresses where materials are accumulating or has been dumped</li> <li>• Address provided to City within 5 business days of operation</li> <li>• Contractor to collect bulky items on public property upon City direction within 48 hours of request</li> <li>• Contractor to record date, time, location, and description of materials and volumes collected</li> <li>• Separate reporting of tonnages to City on quarterly basis</li> <li>• Services to be provided to City at no charge</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or changes below</li> <li>• Collect Abandoned Waste upon City request, <i>within 24 hours of request by City</i></li> </ul>
<b>Public Litter Containers</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection</li> <li>• Containers provided and maintained by City</li> <li>• Services provided at no charge to City</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or changes below</li> <li>• <i>Collection at least three times per week</i></li> <li>•</li> </ul>
<b>Services for City Facilities</b>	<ul style="list-style-type: none"> <li>• Recyclables, solid waste, and Organic Materials</li> <li>• Both temporary and scheduled services. At least weekly, and as frequently as scheduled by the City</li> <li>• Carts, bins, compactors, or roll-offs</li> <li>• At least 20 debris box hauls at no charge</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service</li> </ul>
<b>Billing</b>	<ul style="list-style-type: none"> <li>• Contractor bills customers rates established by City (check, cash, credit card, internet, or automatic withdrawal)</li> <li>• Single-Family – quarterly billing in advance</li> <li>• Multi-Family – monthly billing in arrears</li> <li>• Commercial – monthly billing</li> <li>• Contractor supports administration of side-yard/backyard service, small volume SFD generators, and senior citizen rates</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or changes below</li> <li>• <u><i>New process for addressing bad debt (See Section 4.9 of the Draft Franchise Agreement)</i></u></li> <li>• <i>Payment of compensation to the Post Collection Services Contractor (See Section 8.5 of Draft Franchise Agreement)</i></li> </ul>

Service	Current Service	Requested Services
	<ul style="list-style-type: none"> <li>Contractor to issue late payment notices, telephone requests, and assistance from collection agencies to collect payment from past due accounts</li> <li>If average monthly debt ratio for 6-month period exceeds 1.5%, Contractor and City to discuss measures to reduce bad debt</li> <li>Annual special assessment process for accounts that have been delinquent for 90 days</li> </ul>	

*Italics* denote changes to existing services.

Alternative services are not described in this table; refer to Section 3.4.

### 3.4 Scope of Alternative Services

The City wants to evaluate the potential benefits and cost efficacy of several alternative services to determine if they will be included in the scope of services for the future Contractor to implement. For this reason, the proposer is required to consider each of the new services identified separately and present its approach to providing the service, and incremental costs (or savings) as noted.

In addition, the City is interested in other innovative and/or cost saving approaches to providing the requested services. Proposers are invited to provide incremental cost and operating information for such services, at the proposer’s option.

Each alternative service is generally described below, and in more detail in the relevant section of the Draft Franchise Agreement. Please be specific regarding anticipated labor requirements (level of effort in hours per year), equipment needs and capital requirements, and required or discretionary use of subcontractors. Please provide an implementation schedule detailing the steps, roles and responsibilities, and the timeframes necessary to meet each service need, including staff hiring and training and equipment acquisition. Clearly document all assumptions.

#### 3.4.1 Electric Vehicles

Please provide your assessment of the EV market, including when you anticipate heavy-duty EV collection vehicles will be available, and how you would implement use of such a fleet. The City reserves the right to request additional information, and to negotiate use of EV’s with short-listed proposers.

#### 3.4.2 Extra Cardboard Collection

With increased, and likely ongoing higher levels of cardboard generation, the City is interested in providing a convenient means for Customers to set-out additional cardboard for collection. Proposers should describe how they have addressed this trend in other jurisdictions, and propose one or more cost-effective options to provide added cardboard collection for City residents.



### 3.4.3 Multi-Family Move-In and Move-Out Kits

The City is interested in providing tools to support the unique needs of different sectors provided collection service. In particular, the City is interested in multi-family “Move-In Kits” to introduce new multi-family tenants to the program, particularly focusing on how to manage organic materials and recyclable materials at their new property; and, “Move-Out Kits” to assist with materials management and reuse upon move-out.

Please describe how you would provide Move-In Kits to each multi-family dwelling unit prior to the commencement of the agreement, and to new multi-family tenants thereafter during the term of the agreement.

Please describe how you would provide Move-Out Kits to multi-family tenants throughout the term of the agreement.

## 3.5 Innovative or Cost-Saving Proposals

While the City expects proposers to provide a complete proposal responsive to this RFP, proposers are also invited to submit one or more proposals for additional service enhancements, innovations, or cost-saving approaches to address any of the service needs requested above, or to provide other services that would be of benefit to the City and to ratepayers. As described in Section 1.1 of this RFP, the City’s Climate Action and Adaptation Plan includes the goal to include innovative service when negotiating a new franchise agreement. Examples of such alternatives may include, without limitation, collection methods, equipment requirements, customer service approaches, or other changes from the City-requested specifications that the proposer believes achieve the goals of the RFP, maintain regulatory compliance, and deliver cost-effective and high-quality services to the City. Any alternative proposals should be clearly marked as such.

## 3.6 Labor Policy

### 3.6.1 Employee Retention

The City is aware of AB 1669 regarding bidding preferences for companies proposing to hire the displaced employees of the previous Contractor. As described in this Section 3.6.1, the City will be requiring all proposers to make such offers of employment. Therefore, no preference will be awarded based on this condition.

The City is seeking the following employment conditions for the selected Contractor:

1. The City’s future Contractor shall offer employment under the new Franchise Agreement to existing employees working under the current Franchise Agreement who become unemployed by reason of the change in Contractors. However, the future Contractor shall not be obligated to offer employment to more existing employees than the future Contractor needs to perform the services required under the new Franchise Agreement and the Contractor shall not be obligated to offer employment to existing employees that are not working prior to the commencement date due to a leave of absence related to disability or workers’ compensation claim. Additionally, the Contractor shall not be obligated to displace any of its current employees or modify its current job performance requirements or employee selection standards. Additional employees, if needed, shall be obtained pursuant to procedures currently in effect under the collective

bargaining agreement with the current solid waste collection Contractor. This requirement, however, shall not be applicable to management or supervisory personnel.

2. Wages and benefits applicable to employees performing work under the new Franchise Agreement shall be commensurate with current compensation or in accordance with existing agreements with represented labor groups.
3. The Contractor may enter into agreement(s) with subcontractors to provide services covered in the Draft Franchise Agreement subject to the prior written consent of the City as stated in Section 3.3 of the Draft Franchise Agreement. Subcontractors shall be required to comply with the obligations stated in paragraphs (1) and (2), above.
4. Labor agreements and MOU's must be included with proposals and as attachments to the Draft Franchise Agreement and future modification shall be submitted to the City.

### **3.6.2 Labor Peace**

The health and safety considerations involved in a possible interruption in the collection services requested through this RFP emphasize the importance of labor peace during the term of the contract award. All proposals submitted in response to this RFP shall include proposer commitment to remain entirely neutral in the event that a question of employee representation arises during the term of the Franchise Agreement.

Notwithstanding the provisions of AB 1669, the Contractor may enter into agreement(s) with subcontractors to provide services covered in the Draft Franchise Agreement subject to the prior written consent of the City as provided in Section 3.3 of the Draft Franchise Agreement. Subcontractors shall be required to comply with the obligations of Section 3.3 of the Draft Franchise Agreement. Labor agreements must be included as attachments to the Draft Franchise Agreement and future modification shall be submitted to the City.

Proposers are also responsible for understanding and complying with the City's "Living Wage Ordinance" (Municipal Code Section 2-26). See Section 1.6 for a link to further information about the Living Wage Ordinance.

## **3.7 Collection Vehicles and Containers**

At a minimum, collection vehicles shall meet the most recent State of California Air Resources Control Board regulations for "Diesel Particulate Matter Control Measure for On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines." In developing a proposal and associated costs, proposers shall assume that collection vehicles will need to comply with all applicable emissions standards and laws not only at commencement of the agreement but also throughout the term of the Franchise Agreement. The City's strong preference is for the fleet to utilize electric vehicles (as described in Section 3.2) and/or allows the City to comply with the SB 1383 requirements for recovered organic product procurement through renewable natural gas (RNG) vehicle fuels. Contractor shall identify whether such RNG credits can be made available to the City through this process and the amount of credits/fuel usage associated with this contract.

The selected proposer will be required to provide all new collection vehicles and containers with the exception of the existing 10-gallon solid waste containers that will remain in place and will be acquired by the City for use by the selected Contractor. The City assumes that such containers have been fully depreciated unless otherwise documented by the current collector. Proposers shall assume an average

vehicle and container life of ten or more years and plan to depreciate vehicles and containers over a 10-year period for the purposes of determining depreciation and interest expenses.

### **3.8 Corporation Yard**

The City requires that all proposers identify a site or potential sites to be used for staging equipment and personnel, and performing equipment maintenance. The City is not requiring that such site(s) be located within the City limits.

### **3.9 Subcontractors**

The future Contractor may enter into agreements with subcontractors to provide services requested in the RFP subject to the prior written consent of the City. All insurance documents must be reviewed and approved by the City's Risk Manager prior to City acceptance. Subcontractor arrangements are to be disclosed in the proposal. Agreements with the subcontractor(s) must meet the requirements of the level and type of insurance specified in Article 9 of the Draft Franchise Agreement.

### **3.10 Municipal Code Revisions**

The changes to the existing collection arrangements proposed by the City may require revisions to the City's Municipal Code. Selected proposer shall comply with applicable law, including the City's Municipal Code, at all times.

### **3.11 Reimbursement of Procurement Costs**

The selected proposer will reimburse City for the City's procurement-related expenses (including, but not limited to, staff time, legal costs, and consulting fees). The reimbursement payment will be made by the selected proposer within five (5) days of the execution date of the new Franchise Agreement. The reimbursement expense of \$\_\_\_\_\_ shall be paid by the Contractor and may not be recovered through its annual compensation under any agreement awarded in response to this RFP.

## **SECTION 4: RFP CONDITIONS AND PROPOSAL SUBMITTAL**

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

The City reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Issue addenda and amend the RFP and Draft Franchise Agreement;
- Request additional information and/or clarification from proposers.
- Permit the timely correction of errors and waive minor deviations in the process.
- Withdraw the RFP.
- Revise the process.
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies.
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications.
- Reject a proposal if it is not in the best interest of the City and its residents and businesses.
- Award the new Franchise Agreement to a proposer based on a combination of its qualitative and quantitative attributes.
- Award the new Franchise Agreement to a proposer without further discussion or negotiation.
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others; and negotiate changes to the Draft Franchise Agreement.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with the selected Contractor for a later commencement date.
- Issue subsequent RFP(s) for the same, similar, or related services at a later date.
- Amend the City's Municipal Code.
- Take any other action it deems in the best interest of the City, its residents, and/or businesses.

### **4.2 General RFP Agreements**

This RFP shall not be construed by any party as an agreement of any kind between the City, Contractor(s), and other parties.

This RFP does not obligate the City to accept any proposal, negotiate with any proposer, award a franchise agreement, or proceed with the development of any project or service described in response to this RFP. The City has no intention or obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP and Draft Franchise Agreement, including all addenda or amendments issued by the

City per the schedule provided in this RFP with the exception that proposers may take exceptions to the RFP and Draft Franchise Agreement in accordance with Section 5.8 of this RFP. Submittal of a proposal signifies proposer's commitment to provide the proposed services, if selected. Contractor shall be bound by the proposal they submitted. Proposals may not be altered after submittal, except in response to the City's request for clarification. In addition, all aspects, conditions, and components of proposals submitted shall be valid for one year from the date of submission.

The City shall have the right (but not the obligation) to perform a review of any or all proposers' ability to perform the work required. Each proposer must agree to cooperate with such a review, as a failure to do so may result in the immediate disqualification of the Proposal(s) submitted by Contractor. Such cooperation by proposer shall apply to the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City or its consultants may conduct reference checks on proposers that involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the City or its consultants may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, and recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the City's review.

The City will only enter into Agreements which will enable the City to comply with all applicable State mandates including, but not limited to: AB 939, AB 341, AB 1826, and SB 1383.

### **4.3 Disclaimer**

To the best of the City's knowledge, all data and information provided during the RFP process, including but not limited to the RFP website, the City website, and any subsequent communications are accurate. However, all data and information are presented for informational purposes only and the City and its consultants are in no way responsible for any inaccurate, inconsistent, or incomplete data or information. Proposers, by submission of their proposal(s) in response to this RFP, agree to indemnify and hold the City harmless from any claims of damages incurred by the proposer for its reliance on any data provided by the City in this RFP process. Each proposer should take whatever steps it believes are necessary to determine the City's service requirements and service conditions while participating in the RFP process.

### **4.4 Conflict of Interest and Prohibited Contracts**

No person performing services for the City, in connection with the establishment of any agreements or any projects resulting from this solicitation, shall have a financial or other personal interest other than employment or retention by the City, in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for this list or resulting project, unless such interest is openly disclosed upon the public records of the City and such officer, employee, or person has not participated in the acquisition of such property for or on behalf of the City.

### **4.5 Proposal Communication and Submittal Process**

Companies submitting proposals to the City shall follow the procedures described in this Section 4.5 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City or its consultant.

#### 4.5.1 Step One – Register for Correspondence, RFP, and Announcements

To be placed on the list of interested parties, email [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com) and include a signed copy of the Albany RFP Process Communications Protocol, RFP Attachment G (one signed copy per proposing company/entity). You will be placed on the list of interested parties registered to receive future correspondence and announcements related to this RFP. In addition, please include any other contacts from your company that should be included on this list. Parties interested in submitting a proposal must be registered to submit a proposal. All requests will be acknowledged by e-mail. Be sure to adjust computer settings as necessary to allow receipt of emails from the domain “hfh-consultants.com”.

#### 4.5.2 Step Two – Submission of Written Questions

Respondents should submit all questions and requests for information or clarification regarding this RFP in writing by email to [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com) by the date shown in Figure 1.

The City directs proposers to submit all questions and requests for information regarding this RFP in writing by email to: [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com). Proposers shall refrain from contacting City employees, elected officials, or other City agents directly. Questions submitted on or before the date shown in Figure 1 will be addressed at the pre-proposal meeting. Proposers may submit additional questions on or before 5:00 p.m. on the date shown in Figure 1. The City will respond to all written questions and requests for clarifications submitted by proposers by the date shown in Figure 1. Such response will be in writing and made available via HF&H’s Albany RFP Web Page, with notification to the RFP Distribution List and without identifying the party asking the question.

#### 4.5.3 Step Three – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held at the time and date shown in Figure 1. Attendance at this meeting is mandatory. The City may hold the meeting virtually and/or in person. The City will update registered proposers via email with the meeting details, once confirmed. The City may, but is not obligated to, reject proposals received from proposers that do not attend the pre-proposal meeting. Proposers are encouraged to submit questions in advance of the meeting (in accordance with Section 4.5.2) or prepare and pose questions at the pre-proposal meeting. Preliminary oral responses to questions will be provided at the discretion of City staff at the pre-proposal meeting but will not be binding on the City. Written responses to questions will be provided to all registered parties. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, written responses have precedence.

#### 4.5.4 Step Four – Proposal Submittal

By submitting a proposal, all Proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

Proposals shall be submitted electronically or hard copy. If mailing hardcopies, please ensure that a thumb drive is included with PDF, Excel, and Word files as described below. If emailing, ensure that your email is sent requesting a read receipt and that you receive submission confirmation prior to the deadline shown in Figure 1. If Proposer needs to send multiple emails due to outgoing file size, please number each email in the subject line using “Albany Proposal Submittal, Email 1 of 2”, etc. Proposers must submit and receive confirmation of receipt of the following four files before the deadline:

1. The proposer's complete proposal except for cost forms shall be submitted in Adobe PDF format.
2. The two sets of cost proposal forms (Attachment B) shall be separately submitted as Microsoft Excel files with "confidential" in the title.
3. In addition to being included in the PDF under Item 1, the Draft Franchise Agreement shall also be provided as a Microsoft Word document with any edits shown in track changes mode, as further described in Section 5.8.

All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).

Proposal emails shall include the following information in the body, or packages shall be clearly labeled:

**PROPOSAL FOR CITY OF ALBANY COLLECTION SERVICES PROPOSAL**

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

Proposals can be emailed to: [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com)

Or,

Proposals can be mailed to:

HF&H Consultants, LLC  
Attn: Kim Erwin  
201 North Civic Drive, Suite 230  
Walnut Creek, CA 94596

All proposals must be received by 3:00 p.m. on the date shown in Figure 1. All proposals shall remain unopened until due date and time, and Proposals may be withdrawn by the proposer prior to but not after such time. Proposals received after this time and date may be rejected. Once the deadline is reached, no further submissions will be accepted.

Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the Proposer to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the Proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Proposer agrees to hold the City harmless for any such release of this information.

#### **4.5.5 Step Five – Clarification of Proposal Information**

Proposer may be asked to clarify information through written or verbal communications, or during site visits of each proposer's offices; customer service center; corporation yard and maintenance facilities; and, transfer facilities (if applicable). This clarification process may involve requesting that the proposer

demonstrates how financial, customer service, and management information systems can provide reports required by the Draft Franchise Agreement. The clarification process may be performed by City staff and/or their consultants.

#### **4.5.6 Step Six – Proposer Interviews & Negotiations**

One or more proposers are likely to be invited to meet with City staff and its consultant. The purpose of these meetings is to: 1) receive a presentation of the proposals; and, 2) engage in preliminary negotiations on any exceptions taken to the terms of the Draft Franchise Agreement. The City reserves the right to incorporate any written clarifications, presentations, or other supporting documentation into the Draft Franchise Agreement as a material element of the Draft Franchise Agreement.

Time is of the essence in the procurement of these services; therefore, the negotiations will be limited to those items identified in the company's proposal as exceptions to the Draft Franchise Agreement. The City will not discuss any changes to the Draft Franchise Agreement that are not clearly presented in the proposal.

The City expects that the selected proposer(s) will make themselves available promptly to start the negotiations process and will negotiate expeditiously and in good faith to ensure a prompt resolution to the process. The City may choose to negotiate final agreements with more than one proposer in order to bring final, proposer-executed agreements to the City Council for their approval. The determination to negotiate agreements prior to consideration by the City Council will be at the sole discretion of the City's staff and consultant.

#### **4.5.7 Step Seven – Contractor Selection**

City staff and its consultant will present the results of the RFP and negotiations process to the City Council for their consideration. The City Council may, in their sole discretion:

1. Award a contract to the recommended proposer;
2. Award a contract to a proposer other than the recommended proposer;
3. Direct staff and the recommended proposer to negotiate further;
4. Direct staff to negotiate with additional or replacement proposers;
5. Cancel and/or restart this process; or,
6. Take any other action they deem in the best interest of the City.



## SECTION 5: PROPOSAL REQUIREMENTS

Section 5 includes the required proposal outline and a description of the specific information proposers must include. Failure to provide all the required information may be grounds for rejection of a proposal.

### 5.1 Proposal Outline

Proposer shall present its proposals in accordance with the outline provided in Figure 13. Items that are not required elements of the proposal are noted as “Optional.” At proposer’s option, the proposer may include additional information or data on other relevant topics, or more detail on the information requested herein that is relevant to the proposal. Any additional information shall be included as attachments to the proposal.

**Figure 13: Proposal Outline**

- i. Title Page
- ii. Cover Letter
- iii. Table of Contents
- ES Executive Summary
- 1. Company Description
  - 1. Business Structure
  - 2. Collection Experience
  - 3. Service Initiation Experience
  - 4. Key Personnel
  - 5. Labor Agreements and Wages
  - 6. Past Performance Record
  - 7. Financial Information
- 2. Technical Proposal for Base Services
  - 1. Collection
  - 2. Bulky Item/Abandoned Materials Collection
  - 3. Multi-Family/Commercial Technical Assistance
  - 4. Customer Service
  - 5. Billing
  - 6. Public Education and Outreach Plan
  - 7. Implementation Plan
  - 8. Other Required Plans
  - 9. Subcontractors
  - 10. Existing Management and Customer Service Systems
  - 11. Corporation Yard and Maintenance Facilities
- 3. Technical Proposal for Alternative Services
  - 1. Alternative Services (Required)
  - 2. Innovative Services (Optional)

4. Environmental Considerations
5. Acceptance of RFP and Franchise Agreement
6. Cost Proposal
  1. Cost Proposal for Base Services
  2. Cost Proposal for Alternative and Innovative Services
7. Other Proposal Forms
  1. Secretary's Certificate
  2. Anti-Collusion Affidavit
  3. Iran Contracting Act Certification
  4. RFP Process Communications Protocol

Attach. Additional material may be included at proposer's discretion (Optional)

## 5.2 Cover Letter

The cover letter shall clearly identify the legal entity(ies) submitting the proposal and state whether each entity is a sole proprietorship, partnership, corporation, or joint venture. The cover letter shall be signed by the designated representative authorized to bind proposer as documented on the Secretary's Certificate to be submitted in accordance with Section 5.10.1. In the cover letter, proposer shall acknowledge all addenda to the RFP it received by providing a list of the addendum and date of issuance.

## 5.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal; present its strategy and costs; and highlight unique aspects of its approach to servicing the City. The executive summary can be used to highlight any additional programs, service enhancements, or other innovations proposed.

## 5.4 Company Description

### 5.4.1 Business Structure

In its proposal, proposer shall:

- Confirm that proposer is authorized to conduct business in California;
- Identify whether the proposer is certified as a Green Business.
- Identify the legal entity that would execute the new Franchise Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before;
- State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets;

- Identify other businesses with ownership by principals and/or management; and,
- Describe all services to be performed by subcontractors, and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.

### 5.4.2 Collection Experience

Proposer must describe its experience serving jurisdictions in California (preferably serving jurisdictions of similar or larger size and similar demographics to the City). Proposer's description for each comparable jurisdiction shall include:

- The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement;
- The service provided (e.g., solid waste collection, recyclable materials collection, organic materials collection, and other unique collection programs at proposer's discretion such as those for e-waste, universal waste, or household hazardous waste);
- The name, address, and telephone number of the jurisdiction's representative responsible for administering the agreement; and,
- The number of single-family, multi-family, and commercial customers served.

### 5.4.3 Service Initiation Experience

The City is interested in learning about each proposer's experience with implementation of new franchise agreements and new programs. Include a minimum of three reference projects for which the proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:

- The name of the jurisdiction where the services were provided and commencement date and term of the agreement;
- The service initiation performed (i.e., initiation of a new franchise agreement, universal roll-out/distribution of recycling service to all multi-family and commercial accounts, multi-family and commercial food scraps collection, etc.);
- The name, address, and telephone number of the jurisdiction's representative responsible for administering the agreement;
- The number of residential and commercial customers served;
- Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another; and,
- Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

#### 5.4.4 Key Personnel

Provide an organization chart for key personnel. Identify key personnel the proposer plans to assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Draft Franchise Agreement. At a minimum, provide the names, contact information, job description, and qualifications for the following key personnel:

- Regional Manager
- General Manager
- Contract Relations/Compliance Manager
- Operations Manager
- Customer Service Manager

Also provide the name, contact information and qualifications for the person who will serve as the primary contact person for the City during the term of the new Franchise Agreement. If specific individuals have not been identified for one or more positions, provide the job description and/or hiring criteria that will be used to select the individual.

#### 5.4.5 Labor Agreements and Wages

Proposer shall identify the jurisdiction(s) in which its employees are currently represented by labor organizations and the names of each labor organization. In addition, proposer shall identify its plan for arranging labor if they are selected to provide collection services in the City. Specifically, proposer shall confirm its acceptance of the terms of the labor policies described in Section 3.6 of the RFP, and identify the labor organization(s) the proposer will work with, along with the nature of the collective bargaining agreement(s). If services will be provided under an extension or renewal of an existing labor agreement, proposer must provide a copy of the full agreement including all amendments, extensions, and/or renewals. If new labor agreement(s) will be negotiated prior to the commencement of the new Franchise Agreement, proposer must provide a memorandum of understanding between the labor organization and company outlining the terms and conditions of the agreement, wage rates, employee benefits, and work rules. Pursuant to the requirements of Section 3.6 of the RFP, identify if, and how the proposed plans, wages, benefits, and/or work rules differ from the labor agreements in place for employees currently serving the City and employed by WMAC. Proposers should also explain how they will comply with the City's living wage requirements.

#### 5.4.6 Past Performance Record

1. Litigation and Regulatory Actions. Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five (5) years against key personnel (as identified by the proposer in Section 5.4.4), proposing entity, its parent company, and all subsidiaries owned by proposing entity, including any proposed subcontractors.
2. Payment of Fines, Penalties, Settlements, or Damages. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or liquidated damages of any kind paid by proposer, its parent company, subsidiaries, and any proposed subcontractors, to any public agencies in the past five (5) years. This shall include any penalties, fee payments, settlements, or any other form of consideration related to the proposer's failure

to achieve diversion requirements or any other stated performance standard of a contract with a public agency. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

3. Satisfactory performance in other agreements. Provide a list of all other agencies where similar franchise collection services are performed by Contractor along with contact information for that agency's contract manager. The City reserves the right to conduct reference checks and satisfaction interviews with any current or past municipal agencies that proposer discloses or City determines the proposer has contracted with previously.

With regard to the items requested in this Section 5.4.6, proposers who operate in multiple states with independent management structures need only report such actions relative to the operations in California. Similarly, proposers who operate landfill facilities need not disclose information about those facilities, as they are beyond the scope of the services requested here.

The occurrence of past or pending civil, legal, regulatory, or criminal actions does not automatically disqualify a company from participating in this process. However, failure to report such actions, whether discovered before or after City executes the new Franchise Agreement, shall be considered a material omission and may form the basis for disqualifying a proposer or terminating the new Franchise Agreement. Material omissions may constitute fraud in the inducement of a public contract, and if such omissions are discovered, the City reserves all rights and remedies available under the law.

#### **5.4.7 Financial Information**

1. Financial Statements. Submit audited financial statements for the most-recently completed fiscal year for the legal entity(ies) that would execute the new Franchise Agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an accountant certified in the State of California and shall include a statement by the chief financial officer (CFO) of the entity(ies) that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared. To the extent allowable under the public records act, the City will maintain the confidentiality of submitted materials marked as "confidential".
2. Financing Plan. Describe the plan for financing all capital requirements (i.e., those listed on Cost Proposal Form 4) in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., property, trucks, equipment, containers, reserves, etc.). Attach supporting documents (e.g., letters from banks or leasing companies) that demonstrate your ability to implement the financing plan.

### **5.5 Technical Proposal for Base Services**

Proposer shall describe how it plans to perform the collection services and programs requested in Section 3 of this RFP and described in the Draft Franchise Agreement. When presenting information requested herein, proposer shall explain the method of delivering the services, equipment selected, routing strategies, and collection methods. The description shall also note differences (for different customer

types) in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, proposer must describe in detail why its technical approach to the services was chosen, and its advantages to the City.

If a proposer has presented information for one type of service that is the same for another type of service, proposer may refer to its previous description rather than reiterating the discussion in its proposal. For example, if single-family solid waste and recyclables collection vehicles are the same, the vehicle description can be provided once for the solid waste service and then referenced for the recyclable materials collection service.

### **5.5.1 Collection**

Proposer shall describe how it plans to perform the collection services requested in the RFP and described in the Draft Franchise Agreement. Specifically, information should address solid waste, recyclable materials, organic materials, and C&D collection for each single-family services, multi-family services, commercial services, and roll-off and compactor services (as applicable). In the event that the proposed collection methodology from one customer/material type to the next is largely the same, proposer may identify this, and highlight the differences between the proposed approaches, as opposed to repeating the same information multiple times. Proposer shall also describe how it plans to perform bulky item, used motor oil and cooking oil, battery, CFL, holiday tree, special events, and any other non-routine collection operations required by the Draft Franchise Agreement. Proposers shall also identify how tonnage will be allocated between customer types (single-family, multi-family, commercial, etc.) if multiple customer types are collected on a single route (e.g., organic materials cart service route). Include at a minimum:

- Collection methodology;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);
- Standard crew size; and,
- Number, types, sizes, and manufacturer's specifications of containers to be utilized.

If the proposed methodology or equipment relies on co-collection vehicles, split containers, or an uncommon method, proposer must provide the names of jurisdictions where the proposed equipment/method is currently being used as it is proposed. Also, describe in detail how this collection technology will work, why it was chosen for the City, and how it will benefit and work in the City specifically.

The proposer's approach to collection must address any need for special equipment and/or operational practices to provide service in hard-to-service areas such as narrow streets and alleys. Note that there will be no special customer rates or charges for hard-to-serve areas.

### **5.5.2 Bulky Item/Abandoned Materials Collection**

Describe your approach to providing on-call bulky item collection programs for single-family and multi-family customers described in Section 5 of Exhibit B1 and Section 5 of Exhibit B2 of the Draft Franchise Agreement. Address differences in your approach to working with single-family and multi-family customers. Identify how you plan to encourage reuse, any third party(ies) you plan to work with and list the materials that will be targeted for reuse. Discuss how you will route these services to use extra

capacity to provide additional requested on-call bulky item collections as well as to collect abandoned material as capacity allows. Please describe your approach to providing abandoned materials collection upon City request, as described in Section 4.5 of the Draft Franchise Agreement.

### **5.5.3 Multi-Family/Commercial Technical Assistance**

- Describe proposer's plan to provide technical assistance to multi-family and commercial businesses and identify the type of education materials that will be available.
- Identify who will manage the technical assistance efforts and the number and job classification/title of the individuals that will be conducting assistance work.
- Identify the proposed number of technical assistance visits per week/month, and describe the planned nature of such visits.
- Identify the estimated hours of technical assistance that will be provided per multi-family and commercial account and the total annual hours for the technical assistance program.
- Provide an estimate of the increase in the weekly cubic yards of recycling service and the increase in annual recycling tonnage.
- Describe the benefits of the proposed service and potential challenges related to the service and strategies for managing such challenges.

Please note that the technical assistance program will not preclude the City or a City designee (e.g., StopWaste) from also meeting with customers, proposing service changes, and providing service orders to the selected Contractor to implement such changes (provided that doing so does not create operational impossibilities or unusual/unacceptable safety concerns).

### **5.5.4 Customer Service**

To ensure that customers in the City obtain exemplary, professional, and courteous customer service, proposer shall develop and submit as part of its proposal a customer service plan that includes the following:

- Describe the location where proposer's customer service operation will be housed. While the City encourages proposers to identify a customer service office in or near the City, the City will also consider proposals which include one or more customer service offices elsewhere, provided that the proposer demonstrates it is able to comply with the requirements of the Draft Franchise Agreement. If proposer chooses to propose a customer service office location which is greater than thirty (30) miles from the center of the City, proposer must also include in its proposal, the incremental Rate Period One cost to secure and maintain an office within thirty (30) miles from the center of the City.
- Specify the number of full-time equivalent customer service representatives (CSR) that will serve the City. Describe how calls will be handled/reported, how many calls are expected per CSR, and describe any changes you will make to your current CSR operation to accommodate the City.
- Describe the proposed approach to respond to and address events of deliberate non-collection (in addition to the noticing requirements specified in the Draft Franchise Agreement).
- Confirm that the company has a website that customers may access to obtain customer rates, service information, pay bills, and to submit inquiries or complaints and provide website address,

if applicable. Confirm that customers can email their queries and specify the maximum turn-around time for responses.

- Describe how the City will access the company's customer service system to view (in a read-only format) customer service related information by customer type, including information such as the number of missed pick-ups, number and type of complaints received, level of service, collection day(s), etc. to comply with the Draft Franchise Agreement. Please provide examples of all information that would be available to City staff using screen-shots, tables, or other outputs from the system.
- Describe any other strategies and/or methods the proposer will implement to ensure that customers receive exemplary customer service throughout the term of the new Franchise Agreement.

### **5.5.5 Billing**

To ensure that customers in the City obtain competent, professional, and courteous customer service with regard to billing matters, proposer shall:

- Describe the process for transitioning the billing responsibility from the existing service provider to the proposer, including examples of prior billing transitions that Contractor has affected.
- Describe how the proposer will develop the necessary customer service and billing data at the start of services. Such a description shall include the proposer's approach for obtaining email addresses for paperless billing, identifying service needs, and process for auditing and verifying the accuracy of data in the Contractor's system.
- Describe how the proposer will encourage paperless/electronic billing and automatic recurring payments.
- Provide sample customer billings and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number.
- Describe procedures for addressing customer service issues, with regard to customer billing demands, during the transition and throughout the term of the new Franchise Agreement.

### **5.5.6 Public Education and Outreach Plan**

The City places the utmost importance on effective public education and promotion as the key to helping residents and businesses understand more about source reduction, reuse, and recycling. Each proposer shall develop a public education plan for Rate Period One, which will ultimately be included in Exhibit C to the new Franchise Agreement. While the City encourages each proposer to use their own knowledge and expertise to develop the proposed public education plan, the City requests that each proposed plan describe the following:

- Public education programs that will be implemented to educate single-family, multi-family, and commercial customers on the recyclable materials and Organic Materials collection programs;
- Plans for complying with the education and outreach requirements of AB 939 and SB 1383;
- Description of your strategy for developing and using a website or webpage specific to the City to provide customers with access to service information, rates, and other public education information; include links to example websites;



- Description of your approach to non-collection notices, courtesy collection notices, and contamination charge notices, including samples of each type of notice, and noting that the City encourages proposers to utilize innovative and proactive strategies for using such notices as public education opportunities;
- Description of your strategy for communicating to customers how to properly dispose of household hazardous waste, sharps, and other difficult-to-handle materials;
- Plans for presentations to schools and other community organizations;
- Participation at City-sponsored events, such as booths, displays, sponsorship, parade floats, farmers markets, etc.;
- Schedule and quantity of information that will be distributed (e.g., newsletter, brochures, etc.);
- Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of collection services in the City;
- Public education and outreach subcontractors (if any), and their qualifications, years of experience, and references;
- Samples of similar educational materials, which may have been used in other programs, particularly those related to recyclable materials collection and food scraps collection programs;
- Proposed budget for public education and outreach during the start-up period of the contract and on an annual basis (noting the required minimum annual public education budget described in Section 5.9.1 of this RFP and Exhibit C of the Draft Franchise Agreement) and,
- Other aspects or unique features of the proposed public education and outreach plan.

### 5.5.7 Implementation Plan

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to all new types of collection services and potentially a new service provider. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Figure 1 of this RFP. This should include how the proposer will meet equipment (e.g., ordering new vehicles, ordering and distribution of new containers), personnel, administration, maintenance, and public education requirements. The proposer should describe its assumptions regarding City staff participation and the current service provider's participation. Provide a schedule listing key events (i.e., equipment procurement, public education, new container distribution and coordination to remove previous service providers' containers, labeling existing containers (if applicable), employee hiring and training, etc.), duration, and expected completion date of each event. Discuss contingency plans that will be in place for various aspects of the implementation process.

### 5.5.8 Other Required Plans

1. **SB 1383 Implementation and Monitoring Plan.** Contractor will be required to provide all program elements required by the State regulations for mandatory commercial recycling and organics collection under SB 1383 including, at a minimum, the provision of collection services, education, outreach, compliance and contamination monitoring, waivers, record keeping, and reporting for all properties covered by the regulations. Proposers must describe their approach to performing, at a minimum, customer education, outreach, compliance reviews, contamination monitoring,

management of waivers, recordkeeping, and reporting to comply with SB 1383 as part of their proposal.

2. **Litter Prevention/Abatement Plan.** A common concern among residents is the amount of litter left behind after provision of collection services. The City understands that many pieces of litter that spill during collection are of such a small size that it may become challenging for route drivers to collect them manually during the course of regular collection operations. Proposers must describe their approach to either preventing such litter during collection operations, or to effectively abate it afterwards. Proposers should include any costs related to litter prevention/abatement in the Base Proposal.
3. **Bulky Item/Reusable Materials Recovery Plan.** Under the Draft Franchise Agreement, the City will be requiring that the Contractor divert many of the materials collected through the on-call bulky item collection program. Proposers must describe their approach to performing the bulky items/reusable materials collection services described in Exhibit B of the Draft Franchise Agreement, in such a way that promotes the highest and best use of collected materials, including recovery for reuse where possible.

### 5.5.9 Subcontractors

Identify by name and describe all services to be performed by any subcontractors.

### 5.5.10 Existing Management and Customer Service Systems

Proposer shall describe the management systems and customer service systems its company plans to use to manage inquiries and complaints received from residential and commercial customers. The description of the management systems and customer service systems shall include:

1. Name, type of equipment, software used to maintain routing and customer service information, and period of time the company has operated this system;
2. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.);
3. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;
4. Description of whether individual call centers are established for each service area or if customer calls are handled by a centralized call center; and, identification of the location of the call centers that will be used;
5. Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions);
6. Description of how the customer service information interfaces with route and billing data and provision of examples of reports that summarize single-family and commercial customer information (name, address, service location, level of service, complaints, etc.);
7. Description of your company's internal performance standards/targets as well as procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations;

8. Description of how the company measures customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identification of specific performance metrics or targets your company tracks. Provision of copies of actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups;
9. Provision of copies of monthly or quarterly reports submitted to at least two jurisdictions that document monthly tonnage, customer account, and complaint information; and,
10. Demonstration of the ability to report the information required in Article 6 and Exhibit D of the Draft Franchise Agreement if not demonstrated through the presentation of information required above.

### **5.5.11 Corporation Yard and Maintenance Facilities**

Describe the proposed location(s) of the corporation yard for collection vehicles parking, collection container storage, employee parking, vehicle and equipment maintenance facilities, offices, and transfer operations (if necessary). If the facility(ies) are currently operational and owned or leased by the proposer, describe plans, if any, to modify or expand the facility(ies) and the permitting process associated with the modification or expansion activities. If the facility(ies) need to be purchased, leased, and/or developed by the proposer, describe the acquisition and development plans; describe contingency plans in the event the proposed site is not available (or suitable) or in the event the acquisition and development timeline is delayed; and indicate willingness to stand by the proposed costs and rates if proposer has to secure a site other than described in its proposal.

## **5.6 Technical Proposal for Alternative Services**

### **5.6.1 Alternative Services (Required)**

For the Alternative Services described in Section 3.4, provide a description of the proposer's approach to providing each service. Note that a response to this Section 5.6.1 is a required element of the proposal; it is not optional. Cost proposal information for Alternative Services must be provided in the proposal forms. At a minimum, include for each service the following:

- The type and number of customers that would be targeted and basis for estimated tonnage levels, diversion information, and customer participation levels, noting the proposer's experience with comparable programs in other communities;
- Collection or distribution methodology, including discussion of special methods for collecting in hard-to-service areas such as narrow streets, courts, and alleys;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.); and,
- The benefits of the proposed service, and potential challenges related to the service and strategies for managing such challenges.

### **5.6.2 Innovative Services (Optional)**

Proposer may present one or more proposals for innovative and/or cost-saving services beyond those identified in this RFP and Draft Franchise Agreement that further the City's goals as identified in Section

3.4. Examples of potentially innovative or cost-saving services include, but are not limited to: collection of additional source separated materials; innovative ideas for enhancing SB 1383 programs and compliance; and, innovative strategies to incentivize waste reduction that could impact upstream consumer habits.

Proposer must clearly describe the proposed service(s) and the operational and financial impacts that the inclusion of the service(s) would have on the other services. For each proposal for innovative and/or cost-saving services, proposer shall provide a thorough description of its plans for the program, including, but not limited to, the following:

- The type and number of customers that would be targeted and basis for estimated tonnage levels and customer participation levels;
- Collection methodology, including discussion of special methods for collecting in hard-to-service areas such as narrow streets and alleys;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.). Describe plans for equipment replacements through the maximum term of the Franchise Agreement;
- The benefits of the proposed service, and potential challenges related to the service and strategies for managing such challenges; and,
- Communities where this program has been successfully implemented by proposer or others.

If innovative or cost-saving proposals are presented, proposer shall submit a cost and operating data in the space provided in the cost proposal forms. The City is not obligated to select these proposals. Innovative or cost-saving proposals will be considered by the City if it concludes that they warrant evaluation and analysis.

## 5.7 Environmental Considerations

Proposer shall identify environmental enhancements it can incorporate into its operations and/or describe its company's environmental policies that support the City's goals and objectives related to:

- Minimizing environmental impacts (e.g., air, water, depletion of natural resources, greenhouse gas emissions) associated with collection and transport services.

Examples of environmental enhancements, include:

- Using electric vehicles or alternative fuels for collection vehicles;
- Adopting environmentally preferable purchasing policies for the company's operations; and,
- Achieving certification to national or international standards (e.g., ISO certification for environmental or quality management and/or Green Business Certification).

The above examples are intended as guidance for what may be considered environmental enhancements. Proposer is not obligated to address any of these elements.

## 5.8 Acceptance of RFP and Franchise Agreement

To provide the proposer with a clear understanding of the roles, responsibilities, rights, and obligations of the Contractor and the City, the Draft Franchise Agreement has been prepared and is included as Attachment A. Proposer is required to review the Draft Franchise Agreement prior to submittal of its

proposal to the City. The City expects the Draft Franchise Agreement will be executed by the selected Contractor in substantially the same form as presented in Attachment A. This review process allows the proposer to prepare the proposal and costs for services with full consideration of its rights and obligations.

Proposer must describe in detail any proposed exceptions to the RFP and Draft Franchise Agreement. For each RFP exception, proposer shall identify the exception, explain its concern, and provide alternative language for consideration by the City. To document the proposer's exceptions to the Draft Franchise Agreement and proposed alternative language, proposer shall record its exceptions and proposed alternative language directly in an electronic version of the Draft Franchise Agreement, clearly displaying any redline/strikeout changes in its proposal using only the "track changes" and "comments" functions found in MS Word. Proposer shall also complete any information in the Draft Franchise Agreement that needs to be tailored to the company's proposal such as, but not limited to, the Contractor's name and guarantor's name. Each location in the Draft Franchise Agreement where proposer-specific information is to be inserted is identified with gray highlights and/or a note to proposer that provides instructions. Proposers shall include its electronic version of the Draft Franchise Agreement with its proposal as specified in Section 5.8.

The City reserves the right to determine if the exceptions are acceptable based both on the number and nature of exceptions taken. The exceptions to the Draft Franchise Agreement will be given significant consideration in the evaluation process. In its sole discretion, the City may determine whether to negotiate some or all of the proposed exceptions with one or more proposers prior to the final evaluation of the proposals.

Proposer will be deemed to have accepted and agreed to any provisions of the RFP and/or proposed terms and conditions of the Draft Franchise Agreement that have not been noted as exceptions in the proposal. If the City chooses to enter into negotiations with a proposer, the noted comments and recommended alternative Franchise Agreement language will serve as a starting point for discussion. City may end negotiations at any point, without notice, at its discretion. The selected Contractor may not initiate discussion related to Franchise Agreement language for which no exceptions were noted. The City may request the proposer to sign the new Franchise Agreement before the City Council makes the final Contractor selection.

## 5.9 Cost Proposal

The cost proposal to be prepared by proposer includes several components such as operating statistics and detailed costs. Proposer shall submit the cost proposal using the forms provided in Attachment B. Proposer must carefully review the instructions provided in this section and comply fully with the requirements set forth herein. The cost proposal includes two sets of forms with the following components:

1. Cost Proposal for Base Services (Required)
2. Cost Proposal for Alternative and Innovative Services
  - a. Alternative Services (Required)
  - b. Innovative or Cost Saving Options (Optional)

Proposer shall follow the instructions provided below for preparation of the cost proposal components. Two complete sets of cost proposal forms described herein shall be included in each copy of the proposal submitted and an electronic copy of the forms is required in Microsoft Excel.

The proposal assumptions, operating statistics, and cost proposal information submitted by proposer will be evaluated to determine the reasonableness of the Contractor's proposed rates and will serve as a baseline for future adjustments to rates approved by the City. The cost proposal (including proposed rates) shall be firm and valid for a period of one year from the submittal date of the proposal.

### 5.9.1 General Guidelines

The proposer shall prepare its cost proposals in accordance with the following guidelines:

1. **Terms based on Agreement.** Contractor shall be governed by the terms and conditions of the Draft Franchise Agreement.
2. **Scope per RFP and Agreement.** The proposed operating statistics, costs, and rates on Forms 2 through 13 shall encompass all base collection services, which are identified in Section 3.3 and further described in the Draft Franchise Agreement (with the exception of base services requiring separate pricing, as specified in Section 5.9.3).
3. **Valid for Rate Period One.** Costs, including proposed rates, shall be proposed for the 12-month period from May 1, 2023 through April 30, 2024. Rates will be effective for "Rate Period One", which is a 13-month period from April 1, 2023 through April 30, 2024. Capital costs on Form 4 shall be presented in current dollars, reflecting the estimated cost of purchase on or about the contract execution date.
4. **Wage and Benefit Requirements.** Labor costs shall reflect the labor policy presented in Section 3.6 of the RFP, and proposals shall anticipate necessary changes to reflect inflation and negotiated labor contract terms.
5. **Depreciation and Interest.** The base cost proposal must reflect the purchase of new collection vehicles and containers (with the exception of 10-gallon containers). Depreciation and interest expenses related to purchase of vehicles and containers at commencement and during the term of the new Franchise Agreement (including possible extensions) need to be anticipated and an average annual amount will be included for Rate Period One. Proposer shall assume an average vehicle and container life of ten or more years and plan to depreciate the vehicles and containers over a 10-year period for the purposes of determining depreciation and interest expenses.
6. **Post-Collection Charges.** The cost proposal forms contain the Post-Collection Services Contractor's estimated per-ton tip-fees for post-collection services, effective May 1, 2023. Cost proposals shall include proposers' estimated delivered tonnages for each material stream as provided below in Item 14. The forms automatically multiply proposer's estimated tonnages by the tip-fees to calculate the estimated compensation due the Post-Collection Services Contractor, based on the most recently available tip fee information for the designated post-collection services facility, the Davis Street Transfer Station, inflated to 2023 costs. Pursuant to Exhibit E1 of the Draft Franchise Agreement, an adjustment shall be made to Contractor's compensation in Rate Period 2 to reflect a reconciliation of the estimated and actual Disposal and Processing costs during Rate Period 1. The per-ton Disposal and Processing per-ton costs shall be used to estimate Disposal and Processing costs in the alternative services form.
7. **Start-Up Costs Annualized.** Start-up costs related to implementation of the new Franchise Agreement shall be annualized over a 10-year period and shown on Form 6E for the base cost proposal.

8. **Fuel.** For the base proposal, all annual vehicle and related fuel costs shall reflect the fuel chosen by the proposer for the base proposal.
9. **Public Education.** Proposers must reflect the required minimum annual public education budget of \$125,000 (or higher amount, at proposer's option) in the Cost Proposal Forms.
10. **Compactor Service.** Costs for servicing roll-off compactors shall be included with roll-off costs on the cost proposal forms. Cost for bin-type compactors shall be included with bin costs on the cost proposal forms.
11. **Rate Proposal.** The proposed rates shall be presented on Forms 8 through 13 for the base cost proposal. The City has specified the relationship of each rate category relative to the rates of the same customer type based on the current rate structure. The City will discuss and as necessary negotiate any changes to the rate structure with shortlisted proposers and/or selected contractor. Proposers should enter only a few rates and all other rates will be calculated. More specific instructions are provided on the rate proposal forms. Rate proposals are not required for the alternative and optional services cost proposal; rates will be negotiated based on proposed costs if one or more of the alternative services are selected. Note that the rates for ancillary services (lock service, Extra Service Tags, container delivery, bin relocation, bin cleaning, push service over 25 feet, etc.) are also calculated in the cost forms using the relationship of the existing ancillary service rates to the existing collection rates. However, Proposer shall propose a per gallon and per cubic yard contamination fee in Form 13 for carts, bins, and roll-off containers. Proposer shall also enter the estimated annual revenue to be received from late fees in Form 13. Under no circumstance shall the selected Contractor charge any ancillary service fees that have not been specifically identified in the submitted proposal(s) and approved in advance by the City.
12. **Non-Allowable Costs.** Costs identified in Exhibit E2 to the Draft Franchise Agreement as non-allowable costs shall not be included in the cost proposal.
13. **City Reimbursements.** Forms 5 and 6 of the cost proposals itemize the City Reimbursements to be included in the cost proposal. The City reserves the right to modify reimbursements before commencement of the Draft Franchise Agreement. The City has pre-populated the calculation for the Administrative Reimbursement calculation identified in Article 7 of the Draft Franchise Agreement. Proposer must propose a franchise fee in Form 6 for consideration by the City.
14. **Service Level Assumptions.** For the purposes of preparing the cost proposal, the current collection contractor's reported number of accounts serviced in each rate category is included in Figures 5a through 5c. The proposer shall develop its cost and rate proposal based on its service level assumptions reflecting its: (i) due diligence in reviewing the provided service level information, (ii) assessment of the service needs of the City and its residents and businesses, (iii) the anticipated change in service levels due to new rates, and (iv) any other factors that may impact future customer service level needs. The proposer's assumptions shall be presented on Forms 8 through 13 of the base cost proposal (in the columns labeled "average number of service instances per month") and on Form 2 of the base cost proposal. If the actual level of service is more than that assumed for the purposes of preparing the proposal, the Contractor shall receive and retain more revenues from customer rates. Alternatively, if the actual service levels are less than assumed for proposal purposes, the Contractor shall receive less rate revenue from customers.

15. **Tonnage Assumptions.** For the purposes of preparing the cost proposal, proposer shall estimate the annual tonnage of recyclable materials, organic materials, C&D, on-call bulky item materials, and solid waste that will need to be collected. This annualized amount shall be shown as the total tonnage collected on Form 2 in the base cost proposal and proposer shall allocate the total tonnage to the different service categories based on its own assumptions with regard to historical tonnage collected and future participation in Recyclable Materials and Organic Materials programs. The proposer shall develop its cost and rate proposal using its estimated tonnage levels specified on Form 2. The Post-Collection Services Contractor shall invoice, and the selected Collection Contractor (if an entity other than the current collection services contractor) shall compensate the Post-Collection Services Contractor for actual tonnages delivered at the then-current annual tip fees, as provided in Article 4 of the Draft Franchise Agreement.
16. **Check Figures.** Check figures have been provided on the first tab of the Base Cost Forms to assist Proposer in correctly proposing costs and their relationships to operating and financial statistics.

### 5.9.2 Cost Proposal for Base Services

Proposer is required to submit a base cost proposal using Forms 1 through 13 provided for this purpose in Attachment B. On the base cost proposal forms, the proposer is required to present operating statistics, its annual cost proposal, and its rate proposal.

The estimated total annual revenue on Forms 8 through 13 is to tie to the total costs on Forms 5 and 6 (plus or minus \$1,000). Please note that for the purposes of evaluating the rate proposal, the City may develop its own estimation of the future customer participation levels and use its assumptions to compare one company's rate proposal to other company's rate proposals.

### 5.9.3 Cost Proposal for Alternative and Innovative Services

The City has identified alternative services the City may choose to include in the scope of the final Franchise Agreement (Section 3.4 of the RFP), as well as certain base services (Section 3.3 of the RFP) for which the City would like to receive separate pricing, as follows:

- A. Alternative Services
  1. Extra Cardboard Collection
  2. Multi-Family Move-In/Move-Out Kits (provide per 100 units\*)
- B. Base Services with Separate Pricing
  1. Contamination Monitoring Route Reviews (per-day cost)
  2. Kitchen Pails (per 100 units\*)

\*The City has not yet determined how many move-in kits/move-out kits or kitchen pails that the City wants to be distributed. For the purposes of the cost forms, please provide pricing per 100 units and the final number and cost will be determined through negotiations.

Proposers are required to submit separate operating statistics and costs for each of the services listed in this Section, reflecting the incremental cost increases/decreases for the service above/below costs reflected in the base cost proposal. Proposers are also encouraged to submit separate operating statistics



and costs for any innovative or cost savings proposals as described in Section 3.5, using the alternative services set of cost forms and reflecting the incremental cost increases/decreases for the optional proposal(s) above/below costs reflected in the base cost proposal.

If the City chooses one or more alternative services or a proposed optional service, the annual costs and rates presented in the final base cost proposal will be modified as needed to reflect the selected alternative services.

## **5.10 Other Proposal Forms**

### **5.10.1 Secretary's Certificate**

Each proposer shall complete and submit the Secretary's Certificate, Attachment D, documenting the designated representative authorized to bind the proposing company.

### **5.10.2 Anti-Collusion Affidavit**

Each proposer shall complete and submit the Anti-Collusion Affidavit, Attachment E. The Anti-Collusion Affidavit shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate, Attachment 4.

### **5.10.3 Iran Contracting Act Certification**

Each proposer shall complete and submit the Iran Contracting Act Certification, Attachment F. The Iran Contracting Certification shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate, Attachment 4.

### **5.10.4 RFP Process Communication Protocol**

In accordance with Section 4.5.1, "Register for Correspondence, RFP, and Announcements," each proposer must register through the following website to receive information related to the RFP process:

<http://www.hfh-consultants.com/hfh-clients/Albany-RFP/>

Additionally, each Proposer must request to be added to the RFP Distribution list, by sending an email with a signed copy of City of Albany's RFP Process Communications Protocol, Attachment G, to: [AlbanyRFP@hfh-consultants.com](mailto:AlbanyRFP@hfh-consultants.com)

## **5.11 Additional Information (Optional)**

Additional information or data relevant to the proposal is optional and may be included by a proposer as an attachment(s) to the proposal.

## SECTION 6: PROPOSAL EVALUATION PROCESS

The City will conduct a detailed evaluation of the proposals and provide a recommendation to the City Council, considering all of the factors below, with particular focus on the degree to which each proposal will help the City achieve the goals identified in Section 1.2. The City values cost-effectiveness, however the recommendation of the evaluation committee will be based on selecting the best value proposal, including all of the factors below. The City Council will review staff's recommendation and select the future Contractor acting in the best interests of the community, in its sole discretion. City staff and its consultant will be responsible for negotiating the final Franchise Agreement for Council approval.

The factors that may be considered by the evaluation team include, but are not limited to, the items below. Some or all of these factors may be considered by the evaluation team; factors not listed below may also be considered.

### 6.1 Responsiveness (Pass/Fail)

- Comprehensiveness and consistency of the proposal with respect to this RFP.
- Completeness and accuracy of all proposal forms.
- Submittal of a redline/strikeout version of the Draft Franchise Agreement with any exceptions noted, and completion of all blanks identified for proposer to complete.
- Compliance with the RFP and procurement procedures.
- Submitted by the deadline.

### 6.2 Company's Qualifications

- Collection Experience
  - Demonstrated experience of company providing the requested or similar services to other jurisdictions.
  - Demonstrated experience of company's ability to implement new collection and processing services and new Franchise Agreements and obligations that are similar to the City's services in comparable sized communities.
  - If the proposer is a joint venture, demonstrated experience of parties working together.
  - If the proposer intends to use subcontractors, performance history of the proposed subcontractors.
  - Satisfaction of company's references with the services received in the past 10 years (including, but not limited to, implementation, customer service, call center, billing, payment of fees, reporting, and the handling of contractual issues).
- Key Personnel Qualifications. Extent and relevance of the qualifications and experience of key personnel proposed for the transition team and on-going management of the City's collection and processing operations.
- Performance Record. Review of company's history with litigation and regulatory action (e.g., nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of

liquidated damages, penalties, damages, etc.); performance under similar contracts with municipal agencies; and regulatory compliance related to equipment and facilities including compliance with land use permits, storm water discharge permits, State highway requirements, etc.

- Financial Stability. Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan and the relationship of the City's contract to the company's total annual revenues.

### 6.3 Technical Proposal for Base Collection Services

- Collection Approach – Reasonableness and reliability of the proposed collection methods, technology, equipment, containers; productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics).
- Diversion Ability – The nature and reliability of proposed diversion programs and potential of such programs to divert solid waste from landfill disposal, and to comply with AB 341, AB 1826, and SB 1383.
- Customer Service – Compatibility (relative to other proposers) of customer service approach and staffing levels with the goals, objectives, and needs of the City and the requirements of the Draft Franchise Agreement.
- Public Education and Outreach Program – Compatibility (relative to other proposers) of the proposed education program, staffing levels, and program ideas with the goals, objectives, and needs of the City and the requirements of the Draft Franchise Agreement; and, the quality of public education samples relative to other proposers.
- Multi-Family and Commercial Recycling Technical Assistance – Proposed approach to providing multi-family and commercial customers with comprehensive, results-oriented recycling technical assistance.
- Billing System – Compatibility (relative to other proposers) of billing approach and procedures for addressing customer needs.
- Implementation Plan – Reasonableness of implementation schedule and ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).
- Other Required Plans – Compatibility (relative to other proposers) of the other plans required to be submitted in Section 5.5.10 of the RFP with the City's goals and objectives.
- Facilities for Equipment, Maintenance, and Administration – Compatibility (relative to other proposers) of plan for providing facilities as needed for equipment storage, parking, maintenance, and administration. Level of assurance provided, if any, with regard to site acquisition and timely development of necessary facilities.
- Other – Other technical considerations to be determined.

## 6.4 Technical Proposals for Alternative and Optional Services

- Collection Approach (if applicable) – Reasonableness and reliability of the proposed collection methods, technology, equipment, containers; productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics, as applicable).
- Diversion Ability (if applicable) – The nature and reliability of proposed diversion programs and potential of such programs to divert solid waste from landfill disposal.
- Other – Other technical considerations may be evaluated in addition to the collection approach and diversion ability.

## 6.5 Acceptance of RFP and Franchise Terms

- Number and Nature of Exceptions – The number and nature of exceptions to the RFP and Draft Franchise Agreement relative to other proposers.
- Likelihood of Prompt and Successful Negotiations – The likelihood that the City will be able to promptly and successfully negotiate changes to and finalize the Draft Franchise Agreement with the proposer.

## 6.6 Cost and Rate Proposals

- Reasonableness - The reasonableness, cost-effectiveness, accuracy, and consistency of the proposer's operational, labor, capital, cost, rate, and rate revenue proposals.
- Competitiveness - The competitiveness of Company's proposed rates to customers relative to rates proposed by others.