

September 18, 2017

ADDENDUM #1

San Benito County Integrated Waste Management Regional Agency

RFP for Franchised Collection Services for Recyclables, Organics and Solid Waste for the County of San Benito, City of Hollister, and City of San Juan Bautista (San Benito County Integrated Waste Management Regional Agency Members)

The attached addendum supersedes the original Information and Specifications regarding the ***RFP for Franchised Collection Services*** where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

On the following page is response to questions submitted by proposers.

Question #1: “In the RFP, Section 4.3.2: Labor Policy states that, “Contractor shall work with the current hauler to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct collection services to RA Members and collection support services on January 1, 2018 to the RA Members.”

Displaced employees, however, may not necessarily be providing service to Regional Agency members, but should still be protected. As required in Section 12 of our Collective Bargaining agreement “*In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off,...*”. The last employee hired may not be exclusively providing services to the RA Members. Please note, the Hollister drivers have a separate seniority and would be the displaced employees (Section 12 (a)), however, those providing services to San Benito County and San Juan Bautista may not be the displaced workers. Would the RA Members consider revising this statement as follows?

*Immediately following award of this Agreement, Contractor shall work with the current hauler to obtain a complete list of **displaced** full-time non-management employees in good standing working **exclusively** to provide **direct** collection services ~~to RA Members~~ and collection support services on January 1, 2018 ~~“to the RA Members.~~*

San Benito County IWM Regional Agency Response to Question #1:

Yes, we are agreeable to the suggested changes to make the Franchise Agreement more consistent with the CBA requirements.

Question #2: Would it be acceptable to propose Carts in sizes Carts in 35-, 65-, and 95-gallon sizes, as opposed to 32-, 64-, and 96-gallon sizes?

San Benito County IWM Regional Agency Response to Question #2:

Yes.

Question #3: Can a list of properties that have been exempted from mandatory service within Mandatory Collection Areas be provided?

San Benito County IWM Regional Agency Response to Question #3:

According to Recology staff there are less than five such exemptions. Recology is researching this information and the specific property information can be provided if needed.

Question #4: Section 2.3 Contract Arrangements for Collection, Processing and Disposal (RFP, Page 6)

This section indicates “one collection contractor will be selected for all RA Members and the selected contractor will enter into a single Franchise Agreement. This will constitute three separate contracts.” Please explain how one Franchise Agreement can constitute three separate contracts.

San Benito County IWM Regional Agency Response to Question #4:

The intent of this language is to convey that there will be a single Franchise Agreement, but each RA Member still retains unique contractual rights and obligations as represented throughout the draft Franchise Agreement. For example, specific contract language may state “RA Member” or “RA Members” vs. “Regional Agency Contract Manager.” While there is a single designated contract

administrator, the Contractor will need to be cognizant of individual RA Member rights and obligations per the Franchise Agreement.

Question #5: If one RA Member Agency desires some services, but not others, how would that be handled in a single agreement?

San Benito County IWM Regional Agency Response to Question #5:
The final scope of services and related documents would capture this as part of Attachment F to the Final Franchise Agreement.

Question #6: *Section 3.1.1 Exclusivity of Collection Services (RFP, Page 10)*

This section indicates the RA Members are requesting an Optional proposal for the universal rollout of organic materials collection services to all MFD accounts, commercial accounts and RA Member facilities. If this Optional proposal were to be selected, can you confirm whether organics collection would become an exclusively franchised material for MFD and commercial accounts.

San Benito County IWM Regional Agency Response to Question #6:
The delivery of the service would be part of the franchise but still subject to the exclusions specified in the draft Franchise Agreement Section 3.2. To clarify, the service offering would be to customers required to have this service per AB 1826 requirements and not a universal rollout to all commercial and MFD accounts.

Question #7: If this Optional proposal were to be selected, would MFD accounts and commercial accounts be required to subscribe?

San Benito County IWM Regional Agency Response to Question #7:
Commercial and MFD accounts subject to the AB 1826 requirements would be required to subscribe to the service.

Question #8: This section (*RFP Section 3.1.1*), and *Section 3.2 of the Draft Franchise Agreement*, details the exclusivity of the franchise to include solid waste collected in Bins and Carts for all sectors and recyclables and organics for single-family only – leaving all remaining materials under a non-exclusive franchise. However, the draft Franchise Agreement still requires that the Contractor meet AB 939 and AB 1826 mandates.

With recycling and organics services for MFD and commercial properties remaining non-exclusively franchised, these divertible materials may not be controlled by the hauler. Can you confirm whether the requirement to meet 939 and 1826 is restricted to just the materials the Contractor controls?

San Benito County IWM Regional Agency Response to Question #8:
The Contractor's obligations to meet "diversion requirements" is detailed in Section 5.12 of the draft Franchise Agreement.

Question #9: *Section 3.2.2 MFD and Commercial Rate Arrangements (RFP, Page 11)*

This section indicates the contractor is required to offer unlimited levels of recyclable materials collection services to all MFD and commercial customers, with the customer able to determine the number, size and frequency of collection.

Please confirm whether the contractor would be required to offer recyclable material collection services to MFD complexes and/or businesses that do not utilize the contractor for 100% of their solid waste services.

San Benito County IWM Regional Agency Response to Question #9:

Yes. The contractor is required to provide collection services in compliance with the scope of services and other terms and conditions of the Franchise Agreement. Stated another way, all customer types included in the franchise are to be delivered the scope of services defined in the draft Franchise Agreement.

Question #10: Will the contractor have the flexibility to limit the collection frequency requested by the customer in order to optimize routing efficiencies and minimize the carbon footprint of the operation? For example, limited to no more days or the same days as solid waste collection?

San Benito County IWM Regional Agency Response to Question #10:

No. The contractor is required to provide collection services in compliance with the scope of services and other terms and conditions of the Franchise Agreement. Proposers can as part of the RFP requirements take contract exceptions and to submit alternative proposals for collection services.

Question #11: This section (*RFP Section 3.2.2*) indicates that Member Agencies will establish separate, volume-based rates for organics collection services.

What level of input and consideration will the contractor be afforded in establishing the rates and rate structure for open market non-exclusive materials or, since these materials are to remain open-market, may the contractor be free to set their own rates? Note: this question may be irrelevant based on the response to the question on page 6 of this letter pertaining to Article 3.2.A: Limitations to the Franchise (Draft Agreement, Page 5)

San Benito County IWM Regional Agency Response to Question #11:

Proposers are required to provide rates for subscription based organics collection services for commercial and MFD accounts and per the requirements for the two specified Optional Services scenarios for organics collections for commercial and MFD accounts. What rates the contractor charges for non-franchised services are not subject to the review and approval of the Regional Agency.

Question #12: *Section 3.2.4 Special Service Charges (RFP, Page 11)*

This section indicates the contractor's customer proposed rate schedule shall include all charges for special services, "including but not limited to..."

Will the contractor be able to propose charges and formulas that have worked well in its other services areas in order to ensure customer-to-customer subsidies are reduced and customers are paying for special services in a transparent and consistent way?

San Benito County IWM Regional Agency Response to Question #12:

Yes, such proposed charges and formulas can be discussed during final contract negotiations.

Question #13: This section (*RFP Section 3.2.4*) also indicates as one of the “included but not limited to” items, an “additional Organic Materials Cart charge equivalent to 50% of the Solid Waste monthly service rate gallon equivalent. Is this formula fixed?

San Benito County IWM Regional Agency Response to #13:

For the purposes of preparing a compliant proposal in response to the RFP requirements, please assume the specified formula. This is an item that may be modified during final contract negotiations as part of finalizing all rates and special service charges.

Question #14: Is this (see question above) intended solely for exclusive organics collection for single-family residential customers with 1x/week collection?

San Benito County IWM Regional Agency Response to Question #14:

Yes.

Question #15: With organics under an open market in the multi-family and commercial sectors, is there flexibility for the Contractor to adjust this rate to maintain the flow of materials to the Contractor in the open market environment?

San Benito County IWM Regional Agency Response to Question #15:

The Contractor is proposing rates for the subscription based organics collection services to be offered under the franchise. These rates are subject to change based on the approval of the RA Members.

Question #16: *Section 3.3.1 Staffing (RFP, Page 13)*

This section indicates staff will complete “outreach to the businesses and residents” but does not indicate this requirement is limited to customers. Can you confirm whether the contractor’s requirement to conduct outreach will be to customers?

San Benito County IWM Regional Agency Response to Question #16:

The RFP document is clear that the contractor is to “complete outreach to the businesses and residents, develop and implement all public education and outreach activities required under the Franchise Agreement for all RA Members and shall serve the Regional Agency Service Area exclusively.” The full scope of the public education and outreach activities can be found in Section 5.11 and Attachment B-8 of the draft Franchise Agreement.

Question #17: *Section 3.4 Diversion Requirements (RFP, Page 12)*

This section indicates the contractor will provide a level of Diversion that ensures the RA Members will be in full compliance with its State Diversion obligations...and the grant of exclusive services...is based in part on providing Contractor the means necessary to ensure the Regional Agency meets its diversion obligations.

When the contractor is not the exclusive hauler of all materials in the jurisdictions and a significant amount of materials, divertible materials specifically, fall outside of the exclusive franchise, how can the contractor be expected to meet the Diversion requirement when it is calculated only on hauler controlled materials?

San Benito County IWM Regional Agency Response to Question #17:

Based on the Regional Agency's current "good faith effort" determination by CalRecycle in reference to compliance with state diversion mandates, the new proposed recycling services in the draft Franchise Agreement are anticipated to increase diversion and place the Regional Agency in an improved position to meet ongoing diversion compliance with state mandates. Please also see Section 5.12.D.2 of the draft Franchise Agreement as the language in that section is relevant to your concern.

Question #18: Section 3.5.1 Operations (RFP, Page 13)

This section indicates that no Sunday collection will be permitted, yet, Section 3.2.4 of the Draft Franchise Agreement indicates the contractor shall include a special rate for Sunday collection. Will Sunday service be permitted or required?

San Benito County IWM Regional Agency Response to Question #18:

The intent of the draft Franchise Agreement is to allow for a special rate for Sunday collection. This item can be further clarified during final contract negotiations.

Question #19: Section 3.5.2 Equipment (RFP, Page 15)

This section specifies "Contractor shall" provide all new Carts and Bins, but is encouraged to negotiate the purchase of existing commercial Bins and Drop Boxes from the current service provider.

Please clarify if the new Contractor will be required to provide all new commercial Bins and Drop Boxes at the commencement of services.

San Benito County IWM Regional Agency Response to Question #19:

Yes, the Contractor is required to provide all new commercial bins and drop boxes at the commencement of services. However, the draft Franchise Agreement section 6.5 states: "However, if a new contractor other than the current service provider is selected for the new Franchise Agreement such Contractor is encouraged to negotiate the purchase of the existing commercial Bins and Drop Boxes from the current service provider. The cost savings associated with such purchase shall be reflected in the final approved contractor rates."

Question #20: Section 4.3.2.1 Competitive Wages and Benefits (RFP, Page 22)

This section speaks to competitive wages and benefits and refers to the CBA for drivers and mechanics, which expires 11/30/17. It refers to the CBAs listed in Attachment 8, which includes, in addition to the CBA for drivers and mechanics, a CBA for clerical and accounting, and a Recology wage and benefit statement for clerical. The CBA for clerical should have expired on June 30, 2017.

Is the CBA for clerical still in effect or has it been renewed with new rates?

San Benito County IWM Regional Agency Response to Question #20:

The CBA for clerical workers is still in effect. Please note Section 5.7.1 (p. 35) of the RFP states: "If the CBAs are amended during the RFP process then an addendum will be issued with revised wage and benefit information. "

Question #21: 4.3.2.2. Hiring of Displaced Workers (RFP, Page 22)

This section indicates the contractor shall work with the current hauler to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct collection services to RA Members and collection support services on January 1, 2018.

Can you clarify whether an “eligible” employees that a selected contractor, if not the incumbent, will only be those employees of the incumbent that satisfy all the following:

1) were full-time non-management employees, 2) in good standing, 3) working exclusively to provide direct collection services and support services to RA Members, and 4) working to provide such services on January 1, 2018?

San Benito County IWM Regional Agency Response to Question #21:

All of the above referenced conditions are correct except note the change per the response to question #1.

Question #22: Because the recommendation and ultimate selection of a contractor will occur after January 1, 2018, would the RA Member Agencies consider requesting and obtaining this list from the incumbent on January 1, 2018?

San Benito County IWM Regional Agency Response to Question #22:

Yes.

Question #23: Section 6.2 Evaluation Criteria, Table 6-1 (RFP, Page 37)

Table 6-1 indicates a Total Maximum Score of 700, with a row for possible points for Alternative Technical Proposals above the line. Table 6-1 indicates both the Proposal for Collection Services score (175 points possible) and the Cost Proposal score (225 points possible) will include both base and optional services as applicable. Per section 6.2.5: Alternative Technical Proposals (page 40), we understand that RA Members are not obligated to evaluate alternative proposals and, in their sole discretion, may evaluate one or more of the alternative proposals.

Are the “Optional” proposals that are described throughout the RFP part of this category of Alternative Technical Proposals?

San Benito County IWM Regional Agency Response to Question #23:

No.

Question #24: How will a total available point score for alternative technical proposals be established?

San Benito County IWM Regional Agency Response to Question #24:

This will be determined at the discretion of the Evaluation Committee.

Question #25: Will the total maximum points available to all proposers be uniform, regardless of the extent to which some proposers submit Optional and alternative proposals or might the total available point score for alternative technical proposals vary among and between proposers?

San Benito County IWM Regional Agency Response to Question #25:

Yes, it will be uniform. Optional costs scenarios will be shown separately in the cost analysis but will be evaluated as part of the cost analysis. Alternative Proposals will be considered separate from the base proposal.

Question #26: Because the RA Member Agencies may or may not select any of the Optional or alternative proposals, might the RA Member Agencies consider maintaining a uniform maximum point structure for core services and putting the optional/alternative point rankings below the line?

San Benito County IWM Regional Agency Response to Question #26:

Yes, we expect to maintain a uniform maximum point structure for the “core”/base services.

Question #27: Is a comparative table going to be prepared that illustrates the cost proposal for Core Services separately from the cost proposal(s) for Optional or alternative services?

San Benito County IWM Regional Agency Response to Question #27:

Yes, this is likely to be the approach taken by the Evaluation Committee.

Question #28: *Section 6.2.3 Proposal for Collection Services and Section 6.3.7 Environmental Enhancements and Section 6.2.3.7 Implementation Plan (RFP, Page 39)*

Section 3.6.2.1: Office Hours and Location (Page 15) indicates Contractor’s operations and maintenance yard and office must be within 30 miles of the County Administration Building in Hollister and if located outside of the County, an in-lieu fee will be assessed. Section 6.2.3.6: Facilities, Equipment, Maintenance and Administration (Page 39) indicates a maximum of 175 available points. Similarly, Section 3.10: Other Environmental Enhancements (page 19) indicates a local corporation yard is eligible as an environmental enhancements and Section 6.2.7 Environmental Enhancements (page 40) indicates a maximum of 175 points.

Can you confirm the location of contractor’s facility will be evaluated based on the permanent location and not on 1) the need for a temporary contingency facility and 2) the location of such a temporary contingency facility?

San Benito County IWM Regional Agency Response to Question #28:

As noted above, the provision of a corporation yard and its location will be evaluated in several ways, most notably as it relates to the technical proposal for collection services and environmental enhancements. Proposers are encouraged to be detailed as possible as it relates to implementation plans and details for a corporation yard.

Question #29: Can you please describe whether and how the Evaluation Team is going to assign a scoring weight to 1) the location of the facility within vs. outside the County, and 2) the distance between the location of the facility and the County Admin building?

San Benito County IWM Regional Agency Response to Question #29:

Yes, per the direction of the City of Hollister and the County there will be additional weighting considered as part of evaluating proposals as noted in RFP Section 6.2.3 item #6.

Question #30: In light of the extremely short timeline between the anticipated award of the Franchise Agreement (Feb./Mar. 2018) and the date that services are anticipated to commence (July 1, 2018), how will the Evaluation Team evaluate proposals that may not have their operations and maintenance yard fully operational on the date of the commencement of services? Will they automatically be penalized in comparison with the incumbent?

San Benito County IWM Regional Agency Response to Question #30:

This will be determined at the discretion of the Evaluation Committee. Please note the footnotes to Table 1-2 of the RFP (see page 5) anticipate the possibility of the need to modify the contract start date.

Question #31: Section 5.5 General Collection Related Submittal Requirements (RFP, Page 31-32)

Item 5 indicates the proposer is to present assumptions about SFD customers that may subscribe to non-curbside collection. This would of course include Special Handling Service to physically disabled customers at no charge, but also backyard collection for customers that are willing to pay for this service.

Can you confirm that backyard collection as a fee-based service will not be considered part of the revenue for the core services proposal?

San Benito County IWM Regional Agency Response to Question #31:

RFP Attachment 9, Cost form 2.0 does captures "total estimated rate revenue" for special charges included under the cost forms for residential services and commercial and MFD services. As part of the cost evaluation, critical focus will be placed on analyzing the core service rates as these will comprise the largest portion of the total rate revenues.

Question #32: Section 5.6 Exceptions to the RFP and Franchise Agreement (RFP, Page 33)

This section indicates “objectionable provisions” as provisions to which the proposer is taking exception that are material enough that the proposer may not be willing to execute a Franchise Agreement with the RA Members. In contrast, there may be opportunities for clarification on services to be provided, for example, that would-be language changes to the Franchise Agreement and/or Exhibits. We also understand the intent is for “negotiations” to be limited to these redlined “objectionable provisions.”

If a contractor believes, based on its experience, that certain non-material additions or clarifications would be in the best interest of the customers and the RA members, and improve the quality of service the contractor can provide, will the RA members be willing to discuss these non-material changes during negotiations?

San Benito County IWM Regional Agency Response to Question #32:

The evaluation committee will determine whether any “clarifying language” submitted is a contract exception or simply a clarification. The evaluation committee will not look favorably on efforts by a proposer to try and renegotiate the Franchise Agreement by claiming it is only offering “clarifying language.” We do appreciate any effort to improve the quality of services and the related contract provisions that support this effort.

Question #33: 5.7.1.7 Base Cost Proposal for Core Programs (RFP, Page 34)

This section specifies the minimum fee percentages to be paid to the RA members, but includes a note that “proposers may choose to assume higher fee percentages.” Then, Section 3.2.5: Fees on page 11 indicates the fee amounts are currently left blank in the draft Franchise Agreement and will be populated once the fees are agreed upon by the Contractor and RA Member. We are having a difficult time understanding why a proposer may choose a higher percentage.

If an RA Member Agency decides to change their assessed fee percentages or add new fees, please confirm these will be pass-through fees and will be so adjusted on the cost forms.

San Benito County IWM Regional Agency Response to Question #33:

The final fee percentages will be agreed upon during final contract negotiations and the cost forms (and rates) adjusted accordingly if there are any changes. The language in the RFP referenced above was written in response to a recent California Supreme Court ruling *Jacks v. City of Santa Barbara*.

Question #34: 6.1.1 Evaluation and Selection Process (RFP, Page 36)

We understand, (per 6.2 Evaluation Criteria on page 37) that scoring will reflect the benefits to the entire Regional Agency service area, rather than individual benefits to individual RA. However, we also understand that the Evaluation Team will present the evaluation results to the Selection Committee and the Selection Committee will ultimately develop its recommendation for consideration by RA Members.

Do the Evaluation Team, the Selection Committee and the RA Member Agencies reserve the right to recommend or select more than one proposer? In other words, does each of the RA Member Agencies reserve the right to select different proposers or must the decision be unanimous?

San Benito County IWM Regional Agency Response to Question #34:

This RFP process and its requirements is premised on the RA Members selecting a single, common service provider.

Question #35: If the right for RA Member Agencies to select different proposers for their jurisdiction is retained, can you confirm the directive for proposers is to prepare the cost forms to ensure the services to each RA Member Agency stands alone and that no efficiencies (i.e. subsidization) can be realized in the core proposal?

San Benito County IWM Regional Agency Response to Question #35:

This RFP process and its requirements ask proposers to prepare a set of cost forms assuming all RA Members select a single, common service provider. In approving participation in the RFP process all RA Members acknowledged and agreed to this approach.

Question #36: *Article 3.2.A: Limitations to the Franchise (Draft Franchise Agreement, Page 5)*

This section indicates that “other persons shall maintain the right to accept donated Recyclable Materials and to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials so long as there is no net payment made by the service recipient to such other person.” Per Attachment A, the definition of “Person” includes entities (page 64) and the definition of “Source Separated” is any material that is separated from the solid waste stream that contains less than 10% solid waste (page 67).

Can you confirm this means that another hauler will be expressly prohibited from charging any fee for the collection of recyclable materials or organic materials from any property in the franchised area?

San Benito County IWM Regional Agency Response to Question #36:

Yes, so long as all the definitional requirements are met as noted above.

Question #37: If this provision is not enforced, divertible materials that should be exclusively franchised will escape the contractor’s exclusive franchise and impact both revenue and diversion. To what extent will the RA Member Agencies commit to the enforcement this provision?

San Benito County IWM Regional Agency Response to Question #37:

The RA Members are committed to enforcing the provisions of the new Franchise Agreement.

Question #38: *Article 3.2.E: Limitations to the Franchise (Draft Franchise Agreement, Page 5)*

This section indicates that materials may be removed by Customer’s contractor as an incidental part of services. It has been our experience that the term “incidental” can be construed so broadly that the contractor’s exclusivity can severely jeopardized by this provision and jurisdictions have had a difficult time enforcing the specific language in this section.

Can “incidental” be defined and examples provided? Would “incidental” include a landscaper, for example, contracting with and paying another company to remove organic materials that were incidental to the landscaper’s services?

San Benito County IWM Regional Agency Response to Question #38:

We are open to suggested changes in contract language to address this concern.

Question #39: Would the RA Members be open to the contractor proposing clarifying language without it being construed as an exception or an “objectionable provision”?

San Benito County IWM Regional Agency Response to Question #39:

The evaluation committee will determine whether any “clarifying language” submitted is a contract exception or simply a clarification. The evaluation committee will not look favorably on efforts by a proposer to try and renegotiate the Franchise Agreement by claiming it is only offering “clarifying language.”

Question #40: *Article 4: Term of the Agreement (Draft Agreement, Page 7)*

Section 4.2: Extension of Term (Page 7) indicates “The Term of this Agreement may be extended by written agreement of the Parties twice for succeeding terms of two (2) years each... and Attachment A: Definitions (Page 64) indicates the Parties are the RA Members and Contractor, individually or together.

Can you confirm this will be by mutual agreement?

San Benito County IWM Regional Agency Response to Question #40:

Yes, it will be mutual and this can be clarified in final contract negotiations.

Question #41: Assuming the RA Member Agencies select one (1) contractor and execute one (1) exclusive franchise agreement, can you confirm whether the RA Member Agencies would need to be unanimous in their desire to extend?

San Benito County IWM Regional Agency Response to Question #41:

The assumption is that it would be unanimous and by mutual agreement of the parties. This provision can be addressed and clarified in final contract negotiations.

Question #42: *Article 10: Indemnification, Insurance, and Performance Bond (Draft Agreement, Page 34) 10.1.B AB 939, AB 341, AB 1846 and Local Ordinance Compliance*

If a customer is being serviced by another hauler or entity for Organics services, is the Contractor mandated to continue AB 1826 outreach and monitoring?

San Benito County IWM Regional Agency Response to Question #42:

Yes, and in particular documenting those cases in which the customer is not utilizing the Contractor’s franchised services.

Question #43: *Attachment A Definitions (Draft Franchise Agreement, Page 58)*

Question: Bin is defined as a container with capacity of 1 CY to 7 CY. Current rates have 8 CY bins. Can the definition of Bin be adjusted to include up to 8 CY?

San Benito County IWM Regional Agency Response to Question #43:

Yes.

Question #44: *Exhibit B8 Public Education and Outreach Requirements | Schools (Draft Agreement, Page 98)*

It appears the Description column of the table is not expanded entirely and some information is not displayed. Can all the information from this table please be made available?

San Benito County IWM Regional Agency Response to Question #44:

Thanks for bringing this to our attention, see below.

Task	Description	Distribution/Frequency
Educational Materials	Develop and distribute educational materials geared towards younger /school audiences including an educational video, an activity book, and recycling posters. The video shall be made accessible through RA Members and Regional Agency portions of the Contractor website.	Upon request
Technical Assistance: Recycling Assessment	Provide recycling and organics collection technical assistance to ensure compliance with AB341 and AB 1826 and provide annual recycling assessments, calculate Diversion rates, communicate results, provide recommendations to improve diversion.	Provide at least 1 onsite technical assistance meeting annually. Agency or RA Members' Request.
Presentations	Develop and implement a curriculum to teach children how to Recycle and Compost at school, source reduction, reuse at school and at home.	At School or Regional Agency or RA Members' Request.

Question #45: *Article 5: Scope of Collection Services (Draft Franchise Agreement, Page 14)*

5.10.G.1 Special Events and Neighborhood Cleanups

Can clarification be provided as to how many Drop Boxes are to be provided for the County and how many are to be provided for the City of Hollister? Current language states "Up to ten (10) Drop Boxes...for the County and City of Hollister..." It is unclear if the requirement is up to ten (10) total or ten (10) combined.

Are the events typically held on the same day or over multiple days throughout the contract year?

San Benito County IWM Regional Agency Response to Question #45:

The requirement is up to ten (10) each for the County and City of Hollister. No historical information is available for this service as it has been infrequently used or requested.

Question #46: *RFP Attachment B7*

Question: Can the types of services and service levels be provided for the listed community events?

San Benito County IWM Regional Agency Response to Question #46:

Please see Attachment 2 detailing what publicly available information we have on the events as provided by the service providers.

Question #47: *RFP Attachment 3*

Please confirm there are no public receptacles for the County of San Benito.

San Benito County IWM Regional Agency Response to Question #47:

Recology has confirmed there are no public receptacles for the County of San Benito.

Question #48: Attachment 6

The current hauler reports a combined overall diversion rate for 2016 of 27%. Since recyclables and organics collection are not exclusive in Hollister or the County, will tonnage figures from other haulers/contractors be incorporated into the combined overall diversion rate for the State-mandated 50% diversion requirement come 2020?

San Benito County IWM Regional Agency Response to Question #48:

The 27% you reference is the measured diversion rate. This measured diversion rate is not the same as the reported AB 939 diversion as reported to CalRecycle. CalRecycle uses a calculated per capita disposal basis that is intended to be the equivalent to 50%. Please clarify if your question is about the measured diversion requirement per Section 5.12 of the draft Franchise Agreement?

Question #49: Are the apartment complex tonnage numbers included in the commercial or residential tonnage totals?

San Benito County IWM Regional Agency Response to Question #49:

The solid waste from apartments is in the commercial tonnages as it's FEL service. Most of the recycling services for apartment is cart-based collection and is in residential tonnages. There are only a few FEL commercial recycling containers for apartments according to Recology staff.

Question #50: Can Organics route information be made available, including the number of routes and container sizes and counts?

San Benito County IWM Regional Agency Response to Question #50:

Yes, please see Attachment 1 to this Addendum #1 document.

Question #51: Attachment 7

In the current rate schedule, a rate for every other week (EOW) service is offered. Is it the Regional Agency's intent to continue to allow EOW service, despite state law requiring at least weekly collection of solid waste?

San Benito County IWM Regional Agency Response to Question #51:

The intent is to continue to allow EOW service subject to confirmation that the service is approved by the LEA.

OTHER ITEMS:

1. RFP Section 5.7.1 Base Cost Proposal for Core Programs

For item # 6A, please assume \$44.75 per ton for the franchise disposal rate at the John Smith Road Landfill. The figure listed in the RFP of \$62.75 is the public gate rate.

- 2. Please see Attachment 3 to this Addendum #1 document for an updated RFP Attachment 3.** This includes some audit field notes for RA Member facilities. The file also includes a new worksheet with city and county parks to be include in the franchise. There is no change to the public receptacle information.

RECEIPT OF LETTER ACKNOWLEDGMENT

September 18, 2017

Dear Potential Service Provider:

This is an acknowledgment of receipt of Addendum #1 for ***RFP for Franchised Collection Services.***

To keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and e-mail it back to Kevin McCarthy at kevinm@csgengr.com as soon as possible. If you have any questions, or problems with transmittal, please call Mr. McCarthy at 650-248-7440.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

San Benito County Integrated Waste Management Regional Agency

Signed by: _____ Date: _____

Print Name: _____

Name of Company: _____

End of Document