

October 4, 2017

**ADDENDUM #2**

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: Section 5.1 Proposal Outline (RFP, Page 27)**

What information would the SBC IWM prefer to be included within the proposal section entitled, "Labor Agreements and Wages?"

**San Benito County IWM Regional Agency Response to Question #1: A proposer in this section of their proposal response would be acknowledging the Labor Policy provisions found in Section 4.3.2 of the RFP and "Personnel" provisions found in Section 6.6 of the Franchise Agreement.**

**Question #2: Section 3.2 Limitations to the Franchise (Draft Agreement, Page 5)**

Subsection A refers to donated items but then allows payment to the service recipient as long as there is no "net payment"

Can this subsection be amended to read as follows?

*"Other Persons shall maintain the right to accept Source Separated Recyclable Materials and Source Separated Organic Materials provided that such Person accepted donated materials and/or paid the service recipient for materials so long as there is no net payment of any type made by the service recipient to such other Person including, without limitation, for rental of collection or storage containers, loading or transportation of materials, and/or Disposal."*

**San Benito County IWM Regional Agency Response to Question #2: The Regional Agency understands the intent of the suggested amended language and is open to considering this during contract negotiations.**

**Question #3: Section 5.8 Organic Materials (Draft Agreement, Page 11)**

Is the disposal of the residue from organic materials processing required to be disposed of at the John Smith Landfill?

**San Benito County IWM Regional Agency Response to Question #3: No. Please also see the Regional Agency's response #3 under "Other Items."**

**Question #4: Section 5.12.E Cooperation (Draft Agreement, Page 17)**

This section requires the Contractor to identify "all Commercial accounts using self-haul or third party recycling services and provide the contact information for these accounts to the Agency."

Will Contractor have to provide proof of attempted contact with Commercial accounts that do not subscribe to Contractor's services? Will Contractor be penalized if no contact information can be collected?

**San Benito County IWM Regional Agency Response to Question #4: The intent of this language is for the Contractor to make a good faith effort in providing this information. Some form of documentation would be expected but can be agreed upon during contract negotiations. There is no expectation that the Contractor would be penalized if the information can't be obtained from the customer.**

**Question #5: Section 6.2.A.1 Residential Premises (Draft Agreement, Page 17)**

Suggest the last sentence be corrected to read "may provide Collection scheduled for a Friday or on a Saturday."

**San Benito County IWM Regional Agency Response to Question #5: The sentence will be corrected. Thanks for pointing this out.**

**Question #6: Section 6.4 Vehicle Requirements (Draft Agreement, Page 20)**

Subsection E provides that "on or before the Effective Date" the Contractor shall provide to the Agency an inventory of Collection vehicles showing the ID number, age, chassis, body, etc.

Can "Effective Date" be changed to "Commencement Date?"

**San Benito County IWM Regional Agency Response to Question #6: Yes, that proposed change is acceptable.**

**Question #7:** *Section 8.5 Adjustment to Fees (Draft Agreement, Page 30)*

The last line refers to the amounts of the Administrative Fee.

Should this be changed to *“The amounts of the Franchise Fee...?”*

**San Benito County IWM Regional Agency Response to Question #7:** *Yes, that proposed change is acceptable. Thanks for pointing this out.*

**Question #8:** *Section 10.1 Indemnification (Draft Agreement, Page 34)*

Will the Agency consent to remove the word *“sole”* in the last sentence of the first paragraph of Subsection **10.1.A** so that section then would read ... *“except to the extent that such loss or damage is caused by the negligence or willful misconduct of an RA Member or the Regional Agency?”*

**San Benito County IWM Regional Agency Response to Question #8:** *The Regional Agency does not agree with this change.*

**Question #9:** *Section 12.6 Assignment (Draft Agreement, Page 47-48)*

In Section **12.6**, the definition of *“assignment”* in subsection (i) can the 10% be changed to 40%?

Can the exception in Section **12.6** be amended to read as follows?

*“(other than a transfer of shares in Contractor by the owner of said shares to a revocable trust for the benefit of his family or a transfer to his family or to another owner of shares in Contractor or a transfer and/or redemption of such shares to or by the Contractor)”?*

**San Benito County IWM Regional Agency Response to Question #9:** *The Regional Agency does not agree with this change.*

**Question #10:** *Section 12.8 Waiver (Draft Agreement, Page 49)*

Can the first sentence be amended to read:

*“The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of or violation of the same or any other provision.”*

**San Benito County IWM Regional Agency Response to Question #10:** *The proposed change is acceptable.*

**Question #11:** *Attachment A Definitions (Draft Agreement, Page 58 & 67)*

Should the following be added to the definition of *Approved Facility(ies)*, and subsequently be filled in by the awarded Contractor?

- *Approved C&D Processing Facility*
- *Approved Reusable Materials Processing Facility*

**San Benito County IWM Regional Agency Response to Question #11:** *The Franchise Agreement Attachment A Definitions will be amended to include definitions for those facilities noted above.*

**Question #12:** Can the definition of *Subcontractor* be amended to read as follows?

*“Subcontractor” means a Party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials, equipment, vehicles, professional services, or and supplies to Contractor shall not be considered Subcontractors.”*

**San Benito County IWM Regional Agency Response to Question #12:** *The Regional Agency understands the intent behind the proposed change, however, we would prefer the disclosure of these vendors as subcontractors.*

**Question #13:** Section 3.2 Limitations to the Franchise, L and M. C&D is excluded from the Franchise as long as it does not contain more than 10% solid waste by weight or volume (L). (M) Allows for a non-franchised hauler to provide solid waste service in a drop off box. That being allowed, is a C&D box with more than 10% solid waste excluded from the Franchise?

**San Benito County IWM Regional Agency Response to Question #13:** *A C&D box with more than 10% solid waste by weight or volume is subject to the Franchise. These are two separate and distinct exclusions. A contractor providing a drop box for disposal purposes only, not for C&D waste, is excluded from the Franchise. A contractor providing drop box service for C&D waste (see definition for C&D in Attachment A to the Franchise Agreement) is excluded from the Franchise if such drop box load is source separated and does not include more than 10% solid waste by weight or volume; the intent here is that C&D loads are subject to the CALGreen Code and 65% diversion requirements and are not loads intended for disposal.*

**Question #14:** Section 3.6 Customer Service, 1 Office location and Hours. At least one location in each RA member's jurisdiction to pay bills. What if a location does not exist in every RA member jurisdiction?

**San Benito County IWM Regional Agency Response to Question #14:** *Section 7.2.B of the Franchise Agreement is clear that the "Contractor will provide at least one location in each RA Member's jurisdiction acceptable to the RA Representative where Customers can pay their bills in person."*

**Question #15:** Section 5.1 Summary of Services, #8- Describes mandatory and voluntary service areas. Does discretionary service still exist?

**San Benito County IWM Regional Agency Response to Question #15:** *Please see Section 5.1 and Attachment B to the Franchise Agreement.*

**Question #16:** Section 5.7 Recyclable Materials D 11 Residue disposal. States the residue must be disposed of at the Approved Disposal Facility. Does this mean residue must be delivered to JSL?

**San Benito County IWM Regional Agency Response to Question #16:** *Please see the revised Franchise Agreement language under item #3 under "Other Items." The intent of the proposed change is to allow for disposal of MRF residue at a disposal facility other than the John Smith Road Landfill; this is consistent with current practice.*

**Question #17:** Section 5.8 Organic Materials. This section says collection services for Commercial and MFD customer will be by subscription until the CalRecycle exemption from AB 1826 for San Benito County ends on or after January 1, 2020. Please clarify. Wouldn't these services continue to be by subscription?

**San Benito County IWM Regional Agency Response to Question #17:** *After the exemption expires, the AB 1826 requirements would be in effect as follows:*

**"42649.81.**

(a) (1) On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste in the manner specified in subdivision (b).

(2) On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste in the manner specified in subdivision (b).

(3) On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste in the manner specified in subdivision (b).

(4) On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in paragraph (3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.”

***Thus, any accounts (businesses) that meet these thresholds would be required to have organics recycling services; they wouldn't be deciding whether to voluntarily subscribe.***

**Question #18:** Section 5.10 RA Member Services, A Containers at RA Member Facilities. This section and Attachment B4 allow each RA member to add containers, increase collection frequency, and add new facilities as it deems necessary. Is there a cap on this, or additional compensation?

**San Benito County IWM Regional Agency Response to Question #18:** *There is no cap, but there are a limited number of RA Member Facilities so the cost exposure is not expected to be significant.*

**Question #19:** Section 5.10 RA Member Services, B Containers at Public Locations. States RA member may add containers or increase collection frequency as it deems necessary. Is there a cap on this, or additional compensation?

**San Benito County IWM Regional Agency Response to Question #19:** *There is no cap, but there are a limited number of Public Locations so the cost exposure is not expected to be significant.*

**Question #20:** Section 5.10 RA Member Services, B Containers at Public Locations. Who is responsible for purchasing public receptacles?

**San Benito County IWM Regional Agency Response to Question #20:** *These are RA Member owned containers as reflected in the definition of “Public Containers” in Attachment A to the Franchise Agreement. Thus, RA Members are responsible for purchasing them and replacing them.*

**Question #21:** Section 5.10 RA Member Services, E E-Waste and Shred events- Is this 3 times per year total, or 3 times for each RA member?

**San Benito County IWM Regional Agency Response to Question #21:** *This is per RA Member.*

**Question #22:** Section 5.10 RA Member Services, H Abandoned Solid Waste, 4 Litter clean up- What is the expectation of litter clean up around abandoned waste?

**San Benito County IWM Regional Agency Response to Question #22:** *There is no legal definition for “litter” but the practical intent would be loose debris and other portions of the Abandoned Waste. Attachment A to the Franchise Agreement defines Abandoned Waste as follows:*

**“Abandoned Solid Waste” means Solid Waste, Recyclable Materials, Organic Materials, Excluded Waste, Bulky Items, or other materials that have been abandoned, littered, or illegally dumped in the public right of way or on public property.**

**Question #23:** Section 5.12 Diversion Requirements, C Diversion requirements. Section C states 45%, Attachment H states 40% years 1 through 4 and 45% years 5 through 10. Please clarify.

**San Benito County IWM Regional Agency Response to Question #23:** *Attachment H defines the performance standard for determining whether Performance Incentives/Disincentives apply. These performance standards provide some flexibility in terms of the thresholds that are set for determining whether Performance Incentives/Disincentives apply.*

**Question #24:** Section 5.12 Diversion Requirements, D3 Implementation of Additional Diversion Services. What are the parameters in determining if the Contractor hasn't fulfilled its good faith effort requirement?

**San Benito County IWM Regional Agency Response to Question #24:** *Good faith effort will be based on compliance with Section 5.12 of the Franchise Agreement.*

**Question #25:** Section 5.12 Diversion Requirements, E Cooperation. Contact information can only be provided if we are servicing them.

**San Benito County IWM Regional Agency Response to Question #25:** *Commented noted and understood.*

**Question #26:** Section 9.3 Extraordinary Rate Adjustments. The existing language is not industry standard and does not ensure that the contractor is made whole for increased costs resulting from changes in law, which are beyond its contract. Would the Authority consider replacing the 3<sup>rd</sup> paragraph with the following? This is in line with what we see in other franchise agreements.

"If Contractor provides reasonable evidence that a Change in Law or RA Member-directed change has occurred or will occur, that such change will result in an increase in Contractor's costs of performing this Agreement, and that such increased costs are reasonable, then Contractor shall be entitled to an adjustment in rates sufficient to cover such increased costs, as well as the RA Member costs required to be reimbursed by Contractor pursuant to the preceding paragraph."

**San Benito County IWM Regional Agency Response to Question #26:** *Section 9.3 requirements are nearly identical to provisions in the Monterey Bay community franchise agreements and can be found in other Bay area franchises. Proposers retain the right to take contract exceptions per Section 5.6 of the RFP.*

**Question #27:** Section 10.1.B AB 939, AB 341, AB 1846 and Local Ordinance Compliance. Please confirm that the Contractor will not be responsible for monitoring customers' compliance with the laws cited or preparing reports on behalf of RA Members to CalRecycle or other bodies. These duties are beyond the scope of what private contractors normally do.

**San Benito County IWM Regional Agency Response to Question #27:** *The Contractor will be providing outreach and educational materials and provide reports to the RA Members per the Franchise Agreement requirements. The Contractor is not expected to be submitting reports to regulatory agencies on behalf of the RA Members or Regional Agency.*

**Question #28:** Exhibit B8 Public Outreach, #17 requires a technical assistance meeting every year with every commercial and MF customer. With over 900 customers, this is an average of 3.5 per day. Would the RA members consider and alternative?

**San Benito County IWM Regional Agency Response to Question #28:** *The intent of this section is to highlight the importance of commercial recycling and ensure the RA businesses receive consistent, quality onsite technical assistance to provide outreach and training to increase commercial diversion. The average of 3.5 businesses per day is a realistic expectation for commercial outreach.*

**Question #29:** Exhibit B8 Public Outreach, Multi-family. It states that each multi-family household be mailed a Recycling Guide. As individual multi-family addresses are not available, would the RA members consider the contractor providing the property manager/owner with sufficient guides to distribute to their tenants?

**San Benito County IWM Regional Agency Response to Question #29:** *The Regional Agency agrees with the intent of your suggested change and this can be addressed during contract negotiations.*

**Question #30:** Attachment B2 Multi-family services. Is the 2 bulky item collections per year for each complex?

**San Benito County IWM Regional Agency Response to Question #30:** *Yes, per Customer as defined in Attachment A to the Franchise Agreement.*

**Question #31:** Attachment E, 5% Cap. The 5% cap on annual rate adjustments doesn't take into account what happens if there is inflation or other sustained cost increases in excess of 5%. Under those circumstances, the Contractor might never be made whole. How would the Authority propose to deal with such circumstances?

**San Benito County IWM Regional Agency Response to Question #31:** *The Regional Agency has demonstrated its flexibility in applying the cap by stating in Attachment E to the Franchise Agreement that "the excess change above 5% shall be applied to the following year's adjustment pursuant to this Section, provided that the increase or decrease in that following year shall not exceed 5%.*

**Question #32:** Attachment G, LDs. Missed Collections are defined as anytime a customer calls and complains that their container was missed. Many times customers set out late or refill their container. Having this definition will necessitate excessive questioning of the customers intent. Would the RA members consider eliminating this LD and relying on the failure to correct missed pick-ups?

**San Benito County IWM Regional Agency Response to Question #32:** *Not at this time. Proposers retain the right to take contract exceptions per Section 5.6 of the RFP.*

**Question #33:** Attachment G, LDs. The LD item of \$100/incident for "Failure To Perform Other Requirement" is not standard for contracts of this type and is likely unenforceable under California law. It is also very ambiguous, since for many contractual obligations, the definition of "Event" is unclear. Would the Authority consider deleting this item?

**San Benito County IWM Regional Agency Response to Question #33:** *The Regional Agency is willing to reconsider this LD provision during contract negotiations.*

**Question #34:** Would it be possible to obtain residential and commercial customer service levels, including cart and bin size, frequency, and material type by Jurisdiction? This would help with routing and logistics plan.

**San Benito County IWM Regional Agency Response to Question #34:** *This information is provided in RFP Attachment 6.*

**Question #35:** How many street cans does San Juan Bautista have? How many cubic yards and/or tons are hauled from the San Juan Bautista street cans?

**San Benito County IWM Regional Agency Response to Question #35:** *As noted on the cover sheet for RFP Attachment 3, "San Juan Bautista collects their own street cans (public receptacles) and brings it to a bin at the corporation yard." This same attachment also provides service level information for RA Member facilities which include the San Juan Bautista corp. yard.*

**Question #36:** RFP attachment 3 shows services for City cans and shows the commercial services. Is there a way to separate the City can service from bin service in the cost forms?

**San Benito County IWM Regional Agency Response to Question #36:** *In general, costs related to RA Member services should be reported together with the costs related to Commercial and Multi-Family. Specifically, costs for providing RA member services must be included in the cost forms 1.3, 1.6, 1.7, 1.8 under sections labeled "Commercial, Multi-Family, and RA Member." Additional information related to RA members is required in Cost Form 1.2 in area labeled "RA Member".*

**Question #37:** Is there currently an abandoned waste collection program in place? Who is currently collecting the abandoned waste? Public works or Recology?

**San Benito County IWM Regional Agency Response to Question #37:** *There is currently an abandoned waste collection program in place but separate data is not available.*

**Question #38:** What is the average number of roll off services provided per day?

**San Benito County IWM Regional Agency Response to Question #38:** *Please see RFP Attachment 3 for details on rolloff service levels for RA Member facilities. Please see RFP Attachment 6 for rolloff tonnage information.*

**Question #39:** Can we get list of roll off service levels for both Permanent and Temporary accounts?

**San Benito County IWM Regional Agency Response to Question #39:** *Please see the answer to question #38.*

**Question #40:** Are collection vehicle loads separated by Jurisdiction?

**San Benito County IWM Regional Agency Response to Question #40:** *There are a limited number of current routes that cross jurisdictional boundaries as identified in the table on the next page. Per Section 5.5 of the RFP, it is critical that proposers disclose all cross-jurisdictional routes and how tonnage will be allocated to the appropriate jurisdiction. The allocation methodology shall be disclosed, including how frequently the allocation assumptions will be validated and how the Regional Agency can audit if necessary the allocation methodology.*



<u>Day</u>	<u>Route #</u>	<u>Route Type</u>	<u>Agency</u>	<u>Route Allocation %</u>
<b>Monday</b>				
	160	COM SOLID WASTE	Holl	60%Holl 33%SJB 7%SBC
	234	RESI SOLID WASTE	SBC	80%SBC 20%Holl
	140	SOLID WASTE	SBC	98%SBC 2%Holl
<b>Tue</b>				
	200	SINGLE STREAM RECYC	Holl	62%Holl 32%SBC 6%SJB
<b>Wed</b>				
	200	SINGLE STREAM RECYC	SBC	74%SBC 26%Holl
	952	Com Single Stream	HOL/SBC	54% HOL 46% SBC
	603	YARD WASTE	Holl	80% Holl 20%SBC
<b>Thr</b>				
	170	SOLID WASTE	Holl	96%Holl 4%SJB
<b>Fri</b>				
	160	SOLID WASTE	Holl	87%Holl 11%SBC 2%SJB
	170	SOLID WASTE	Holl	86%Holl 14%SBC
	232	RESI SOLID WASTE	SJB	94%SJB 6%SBC
	601	RESI RECYC	SBC	5% HOL 18%SJB 77%SBC
	603	YARD WASTE	Holl	62%Holl 25%SJB 13%SBC
<b>Sat</b>				
		SINGLE STREAM RECYC	Holl	7% SJB 93%HOL
Notes:	"Holl" means Hollister, "SBC" means San Benito County, and "SJB" means San Juan Bautista.			

**Question #41:** Does John Smith Landfill have disposal capacity issues for trash and green waste? If so, what is the daily limit for both trash and green waste?

**San Benito County IWM Regional Agency Response to Question #41:** *No. In-County solid waste has priority acceptance and priority disposal capacity per the landfill agreement with Waste Connections. Please also be aware that effective June 12, 2017 Recology began delivering curbside collected yard waste to the Z-Best composting facility.*

**Question #42:** What was the disposal cost for bulky item collection in 2016 by jurisdiction?

**San Benito County IWM Regional Agency Response to Question #42:** *An exact figure is not available. Since the current curbside bulky item program is fee for service there was almost no participation by residents. The following are the number of actual bulky item collections in 2016: 14 in Hollister, 3 in County and 1 in San Juan Bautista.*

**Question #43:** How much liquidated damages have been assessed in the last 2016 calendar year?

**San Benito County IWM Regional Agency Response to Question #43:** *There were no liquidated damages assessed in 2016.*

**Question #44:** Can the hauler bill Residential in advance for three months quarterly?

**San Benito County IWM Regional Agency Response to Question #44:** *Billing provisions are specified in Section 7.1 of the Franchise Agreement.*

**Question #45:** When will you issue the amount of % for all the fee's in Article 8?

**San Benito County IWM Regional Agency Response to Question #45:** *Please see section 5.7.1.7 of the RFP which states:*

**"For the purposes of preparing the cost proposal, the fees to be paid to the RA Members shall be at least the minimum percentages shown below:**

**County: 5% franchise fee, 6% AB 939 fee, and 2.5% HHW fee**

**Hollister: 5% franchise fee, 6% AB 939 fee, and 2.5% HHW fee**

**San Juan Bautista: 10% franchise fee on residential, 15% on commercial, and 2.5% HHW fee"**

**"The franchise and AB 939 fees will be remitted to each RA Member whereas the HHW fee will be remitted to the County. Proposers may choose to assume higher fee percentages."**

***Final fee percentages in Article 8 will be based on contract negotiations and the final Franchise Agreement approved by the RA Members.***

**Question #46:** What is the existing low-income count for customers?

**San Benito County IWM Regional Agency Response to Question #46:** *There are 88 low income customers in Hollister and 40 in San Benito County.*

**Question #47:** Are haulers required to have accounting and clerical with in San Benito County? Will the area office staff in Castroville suffice?

**San Benito County IWM Regional Agency Response to Question #47:** *The Customer Service requirements are specified in Section 7.2.B of the Franchise Agreement.*

**Question #48:** Is local 350 required or will any other union be considered?

**San Benito County IWM Regional Agency Response to Question #48:** *Personnel requirements are specified in Section 6.6 of the Franchise Agreement.*

**Question #49:** Can Recology provide a list of current employees with the length of service in their existing role?

**San Benito County IWM Regional Agency Response to Question #49:** *No. That information may be provided at a later date during contract negotiations.*

**Question #50:** Can the hauler imply the county is providing the oil collection jugs to the hauler from the state program?

**San Benito County IWM Regional Agency Response to Question #50:** *Proposers shall assume all costs associated with delivering the scope of services specified in the Franchise Agreement. If the Regional Agency secures a grant to pay for the Used Oil Recovery Kit then arrangements will be made to provide those to the contractor with an appropriate cost reduction agreed upon with the contractor.*

**OTHER ITEMS:**

**1. RFP Section 5.7.1 Base Cost Proposal for Core Programs**

*The following contract provision is in the landfill operating agreement between the County of San Benito and Waste Connections:*

7.1 Free Disposal for County Departments. Company shall allow County to deposit Acceptable Waste generated by County operations generated on County-owned property, possessed and controlled or maintained by County in the Landfill without charge for the duration of this Agreement. This provision shall not apply to any County-owned or operated solid waste facilities.

*Per this language, please take into consideration in your cost assumptions that you will not be paying for disposal expense for any dedicated loads (e.g., drop box service) your pick-up from County facilities per Section 5.10.A of the Franchise Agreement or for Public Drop Box Service for the County per Section 5.10.G or for Abandoned Solid Waste for the County per Section 5.10.H. This does not apply to such services for the City of Hollister and City of San Juan Bautista.*

**2. Please see the table below on e-billing usage in 2016. We thought this information might be helpful per the Section 7.1 of the Franchise Agreement requirements for allowance for electronic bill pay.**

<b>Summary of Account Data for 2016*</b>			
	<b>Hollister</b>	<b>San Benito County</b>	<b>San Juan Bautista</b>
<b>Residential Accounts</b>			
# of Accounts	8,352	4,085	538
<b>Accounts % of total:</b>	64.40%	31.40%	4.15%
% using electronic bill pay	22.8%	19.6%	20.3%
<b>Commercial Accounts</b>			
# of Accounts	364	367	43
% using electronic bill pay	11.5%	13.9%	18.6%
<b>MFD/Apartments</b>			
# of Accounts	163	1	5
% using electronic bill pay	5.5%	0	20.0%
*E-bill data provided 4/5/17 by Recology			

**3. Franchise Agreement Section 5.7.D**

**This section of the Franchise Agreement is amended as follows:**

**Residue Disposal.** Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at Contractor’s Approved Recyclable Materials Processing facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor, ~~at the Approved Disposal Facility.~~ at a mutually agreed upon disposal facility. Residue delivered to the ~~Approved Disposal Facility~~ disposal facility shall not include any Excluded Waste.

**October 4, 2017**

Dear Potential Service Provider:

This is an acknowledgment of receipt of Addendum #2 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](mailto: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: \_\_\_\_\_

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