

ADDENDUM #1
Castro Valley Sanitary District
Request for Proposals for Collection and Processing Services
October 11, 2017

The purpose of Addendum 1 is to:

1. Provide revisions to RFP Attachment 10: Draft Franchise Agreement; and,
2. Provide answers to questions received in writing.

All other specifications, terms and conditions of the Request for Proposals (RFP) not addressed in this or in other formal addenda issued by Castro Valley Sanitary District (CVSan, or District) remain unchanged.

1: REVISIONS TO DRAFT FRANCHISE AGREEMENT

4.6 SPECIAL EVENTS

“... For ~~DISTRICT-sponsored~~ special events ~~which are not identified in Exhibit B7 or otherwise hosted or sponsored by the DISTRICT in excess of three (3) per year~~, CONTRACTOR shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.”

EXHIBIT A: DEFINITIONS

“**Personal Recycling Bin**” or “**PRB**” refers to a small easily portable ~~6~~ container with a capacity of at least three (3) gallons to be included by CONTRACTOR in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

“**Organic Materials**” means those Yard Trimmings, Food Scraps, soiled paper (including facial tissues, paper towels, napkins, waxed paper, paper plates and cups, to-go containers, food-service wrappers, pizza boxes, cardboard boxes, shredded paper, paper cartons (such as those used for milk or ice cream) etc.; excluding aseptic containers and paper soiled by blood, urine, and/or feces), compostable serve-ware and bags, and those materials designated from time to time in DISTRICT, County, or State legislation for Collection and Recycling under this Agreement and which are specifically accepted at the Approved Organic Materials Processing Facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Materials and Garbage.

EXHIBIT B1: SINGLE-FAMILY RESIDENTIAL SERVICES

5. Curbside Bulky Item/Reusable Materials Collection

CONTRACTOR shall Collect Bulky Items and Reusable Materials from Single-Family Customers and Transport the Bulky Items to the Approved Reusable Materials Processing Facility for Processing. As of the Commencement Date, Bulky Item/Reusable Materials Collection service, as

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described in this Section 5 shall not be available to Premises located in the Canyonlands service area. {Note to Proposers: Customers residing in the Canyonlands service area do not currently receive Bulky Item or Reusable Materials Collection Service. In the event that the Alternative Proposal which extends Bulky Item and Reusable Materials Collection service to Canyonlands is selected by the DISTRICT, this Section will be revised. Additionally, in the event that the Alternative Proposal regarding Curbside Textile Collection is selected, this and potentially other Sections will be revised, as appropriate.}

- Containers:** Not applicable
- Service Level:** Up to seven (7) cubic yards of Acceptable Materials as defined herein
- Service Frequency:** Up to one (1) time per year (as requested by Customer)
- Service Location:** Curbside, or other location on or adjacent to Customer's premises, as arranged by Customer and CONTRACTOR, to reduce safety concerns of Collecting Bulky Items along busy streets.
- Acceptable Materials:** Reusable Materials, Bulky Items, Appliances, Recyclable Materials, Organic Materials, Garbage, E-Waste, and U-Waste
- Prohibited Materials:** ~~Recyclable Materials, Organic Materials, Garbage~~, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g., large auto parts, etc.) that exceeds two hundred (200) lbs. in weight
- Additional Service:** CONTRACTOR shall Collect additional Acceptable Materials that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rate approved by the DISTRICT for each additional cubic yard Collected.
- CONTRACTOR shall provide additional Bulky Item/Reusable Materials Collection events to Single-Family Customers, beyond one (1) per year, and may charge the appropriate Rate approved by the DISTRICT. Each Bulky Item/Reusable Materials Collection event shall be subject to the same Service Level as identified above.
- Other Requirements:** CONTRACTOR shall provide the service to the Customer within five (5) Business Days of the Customer's requested service date, as mutually agreed upon by the Customer and CONTRACTOR. CONTRACTOR shall not Dispose of materials Collected through the Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. CONTRACTOR shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) Reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose.

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EXHIBIT B2: MULTI-FAMILY RESIDENTIAL SERVICES

4. Bulky Item/Reusable Materials Collection

CONTRACTOR shall Collect Bulky Items and Reusable Materials from Multi-Family Customers and Transport the Collected materials to the Approved Reusable Materials Processing Facility for Processing.

Containers: Not applicable

Service Level: Up to ~~three~~ two (32) cubic yards per Dwelling Unit of Acceptable Materials.

Service Frequency: Up to one (1) time per year (as requested by Multi-Family Customer).

Service Location: Curbside or other Customer-selected service location at the Multi-Family Premises.

Acceptable Materials: Reusable Materials, Bulky Items, Appliances, Recyclable Materials, Organic Materials, Garbage, E-Waste, and U-Waste

Prohibited Materials: Recyclable Materials, Organic Materials, Garbage, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g., large auto parts, etc.) that exceeds two hundred (200) lbs. in weight

Additional Service: Upon Multi-Family Customer request, CONTRACTOR shall Collect additional Acceptable Materials which exceed the required Service Level and may charge the appropriate Rate approved by the DISTRICT.

CONTRACTOR shall provide additional Collection events for a Customer beyond one (1) per year and may charge the appropriate Rate approved by the DISTRICT. Each Bulky Item/Reusable Materials Collection Event shall be subject to the same Service Level as identified above.

Upon Customer request, CONTRACTOR shall provide to each Multi-Family Dwelling Unit one (1) voucher for free drop-off of up to two (2) cubic yards per year of Bulky Items at the Approved Reusable Materials Processing Facility at no additional charge.

Other Requirements: CONTRACTOR shall provide the service to the Customer within five (5) Business Days of the Customer's requested service date, as mutually agreed upon by the Customer and CONTRACTOR. CONTRACTOR shall not Dispose of materials Collected through the Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. CONTRACTOR shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) Reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose.

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2: ANSWERS TO PROPOSER QUESTIONS

Answers to questions are identified in **bold**.

- 1) Will customers with exceptions (disabled backyard service, service exemptions) be required to reapply with the new contractor?

Answer: Exemptions are good for 1 year via CVSan Code, and customers must reapply. Some customers will be “grandfathered” in under their existing exemption, and some will need to reapply at the start of the new Agreement.

- 2) 7yd on-call collection disposal history – where is this volume represented (table 5)? Can the District provide data from 2015 and 2016?

Answer: Specific items collected through the current bulky program (tires, appliances, e-waste) are measured in terms of units collected, and are identified in Table 5. The volumes of recyclables, organics, and garbage collected through the current bulky program are not separately reported in WMAC monthly reports. Such tonnages are included in overall tonnages for those material types.

- 3) Table 6 – what is “other” in the school category?

Answer: In this table, “other” refers to schools that are not in the Castro Valley Unified School District (CVUSD). For example, we have several private schools and pre-schools that fit this category.

- 4) Recycles Day event – does the District want this event to continue at the Canyon middle school or another school in the District? Is there a cost associated with use of a location?

Answer: Yes, CVSan intends to continue to submit a Facility Use Application through Castro Valley Unified School District (CVUSD) for usage of Canyon Middle School as the site for the two Collection Events. The current Facility Fee of \$20 per event (\$40 per year) to CVUSD is reimbursed by the Collection Events budget.

- 5) Can the District provide Recycles Day event participation data from 2015 and 2016?

**Answer:
Spring 2015: 1,367 (611 in Drop-Off Lane and 712 in Compost-Only Lane)
Summer 2015: 1,387 (965 in Drop-Off Lane and 422 in Compost-Only Lane)
Spring 2016: 1,323 (681 in Drop-Off Lane and 686 in Compost-Only Lane)
Summer 2016: 1,453 (911 in Drop- Off Lane and 542 in Compost-Only Lane)**

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- 6) Is contractor allowed to change the collection days for SFD?

Answer: CVSan prefers that days remain the same, and that proposed changes be kept to a minimum. In the event that proposers anticipate collection day changes, proposers are asked to specifically identify the number of customers that are expected to experience a service day change as part of the implementation plan.

- 7) Who is responsible for the put or pay in the District' disposal guarantee?

Answer: Per Section 3.02 *Minimum MSW Tonnage* in the Disposal Service Agreement, CVSan is ultimately responsible however, the funding for this will be provided in the rates, and paid by the contractor.

- 8) District services – is the 480 yards intended to mean container yards, or actual material yards?

Answer: The 480 yards is measured in terms of container capacity (not actual collected materials). However the District will have the ability to divide the 480 yards as needed to suit the District's needs (e.g. by event date, location, container size and material type).

- 9) District services – abandoned waste (exhibit B5 #6) – how many requests for removal were made during 2015 and 2016?

Answer: Exhibit B5, No. 6 is not a request for removal from CVSan facilities. This section directs the Contractor's driver(s) to record the addresses where recyclable materials, organic materials, and garbage is accumulating; and record addresses of illegal dumps. Reports of materials accumulating or illegal dumps by the Contractor will be handled accordingly by CVSan staff (i.e. referral to Alameda County Public Works Agency, Code Enforcement, etc.).

- 10) FA item 8.2A – District sets rates – what is the District's turn-around time for approving new or unpublished rates per the example in 8.2A?

Answer: CVSan intends to make changes to rates annually via the Rate Amendment process. Contractor will be responsible for bringing forward proposed new rates within an agreed-upon timeframe.

- 11) Exhibit B-7 is not included in the Exhibits on the RFP website.

Answer: CVSan does not intend to include Exhibit B7 in the Draft Franchise Agreement. The reference to Exhibit B7 in Section 4.6 will be removed. See Section 1, above.

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- 12) FA page 16, line 640 – Does the District require the contractor to employ a person on staff to comply with this requirement? Or will live translation service by phone comply?

Answer: Yes, live interpretation would comply.

- 13) FA page 26, line 1085 – is the District flexible on local purchasing for vendors used for billing services?

Answer: Yes, CVSan is flexible, and prefers local vendors. International billing services are not acceptable.

- 14) Exhibit C, PUB ED and OUTREACH, 15. “Additional Outreach” – Can the District provide a scope / limit / examples?

Answer: Examples or additional public education and outreach or technical assistance include, but are not limited to, innovative and new programs, such as CVSan’s Reduce Your Waste Program, and CVSan’s Used Motor Oil Filter Exchange Program, which both started during the 2009-2019 Collection Service Agreement. Examples of follow-up outreach and communication resulting from outreach and/or technical assistance include, but are not limited to, tenant and employee trainings, deliveries of indoor recycling and organics containers and signage, assistance completing or signing CVSan’s Donation & Supply Request Form, assistance completing or signing CVSan’s 4R Star application, taking photos of properties, meeting with a property manager or shift manager, and attending a public meeting or meeting with stakeholders.

- 15) Exhibit A-8, “Move-in Kit” -- “Personal Recycling Bin” Definition conflicts with Container definition. Can the District resolve this conflict?

The definition of “Personal Recycling Bin” or “PRB” will be changed, see Section 1, above.

- 16) Exhibit A-11, Page B1-4, “Used Oil Recovery Kit” Can customers use their own containers? Will there be a volume limit?

Answer: No, customers must use a Contractor-provided container. The limit is three containers curbside per week.

- 17) Exhibit B1, Page B1-5, Bulky items - Up to seven cubic yards – Does the District require the curbside/on-call reusable items to be loose or containerized?

Answer: Tires, household furniture items, scrap metal, appliances, televisions, and electronics may be set out loose. If stacking items, residents are to stack in a safe and

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stable manner whereby removing an item doesn't cause other items to fall against a person or property. Yard trimmings must be bundled. Non-recyclable/non-compostable items must be bagged, boxed, bundled, or otherwise contained. Customers will be permitted to place recyclable materials, organic materials, and garbage for collection through the bulky item program (see Section 1, above).

18) Please confirm that MFD units are charged if they elect Organics collection services.

Answer: Multi-family cart customers currently receive recyclables and organics service included in their garbage rate. Multi-family bin customers must currently subscribe to organics collection separately.

19) For roll off services, is the charge a haul rate plus a disposal tip fee per ton or a haul rate plus a processing tip fee per ton?

Answer: Garbage, organic materials, and C&D roll-off pull rates consist of collection rates and Contract Administration fees only. Processing/disposal charges will be based on actual processing/disposal costs plus a 10% Contract Administration Fee. The total customer rate will be the pull rate (collection and Contract Administration Fee), and processing/disposal cost and the processing/disposal Contract Administration Fee. There is currently no additional per-ton charge for recyclable materials roll-off collection.

20) For the 140 Public Litter containers, do you have any volume and service frequency information you can provide?

Answer: CVSan has requested collection from 140 public litter containers to allow for expansion of the number and/or types of containers in the District. In accordance with Exhibit B5, the contractor will be required to service the public litter containers as frequently as needed to prevent spills or messes. The District currently estimates that the containers are approximately 30 gallons and are serviced no less than three times per week. CVSan will attempt to provide additional detail in future Addenda if available.

21) For the HHW/E Waste/U Waste District Services, what happens to the unspent funds, if any, at the end of the contract?

Answer: At the end of the 2019-2029 Collection & Processing Agreement, CVSan can elect to have the funds paid-out to CVSan, or apply the funds in another manner.

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22) For the School Districts who subscribe to MSW service, there is no charge for Organics and Recycling services. Are there limitations on the size and frequency of Organics and Recycling services?

Answer: No, there are no limitations. CVSan, the Contractor, and the school/district will work together to identify the appropriate number and size containers, serviced at an effective frequency, to meet the needs of each school.

23) CVSan has indicated under the goals and objectives that there is a desire for “access to routing, customer service, customer account, and tonnage data through use of integrated technology systems”. Can “access” and this goal be more clearly stated?

Answer: In accordance with Section 4.10 of the Draft Franchise Agreement, CVSan is seeking read-only access and the ability to make service level change suggestions (not the rights to edit). CVSan’s intent is to have the ability to more effectively communicate with customers (e.g. service history, account notes, billing history, etc.), develop strategies towards Zero Waste by 2029, and minimize requests for additional reports from the Contractor.

24) Page 26, table 12, Hard to Service. What would be the criteria in which the City would direct contractor to add customers to the hard to service routes?

Answer: CVSan would determine the criteria in which it would direct the Contractor to add customers to the hard-to-service route(s). CVSan anticipates that any potential assignments would be small relative to the overall number of customers.