

**COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS
RESIDENTIAL COLLECTION, RECYCLING AND DISPOSAL SERVICES OF SOLID WASTES FOR
REFUSE SERVICE AREA C IN SAN JOAQUIN COUNTY
REQUEST FOR PROPOSALS
SJCDPW-RFP-24-08
QUESTIONS & ANSWERS
November 15, 2024**

Question #1: Should the rate submitted on the rate sheet include the 3% management fee

Answer #1: *The rate submitted on the rate sheet shall be the full, entire and complete compensation due to Collector pursuant to the Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, fees due to County, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.*

Question #2: Please explain what the county considers high and low density as stated in Exhibit B?

Answer #2: *High and low density is determined by zoning. R-R and R-VL are low for Solid Waste purposes, typically signifying more rural addresses. All other residential zones considered high density, i.e. unincorporated county pockets within city or Stockton borders.*

For zoning codes, see link at:

<https://www.sjgov.org/commdev/cgi-bin/cdyn.exe/file/Planning/SJC%20Dev%20Title%20Update%2010-26-23b%20Final.pdf#>

For parcel viewer map view, see link here and use map content>layers>planning and check zoning filter: <https://sjmap.org/ParcelViewer/>

Question #3: How many customers fall into the low-income designation?.

Answer #3: *As of November 13, 2024, there are 142 accounts.*

Question #4: Would the county allow the contractor to use Lovelace as a transfer point to load Organics and Recycling?

Answer #4: *No.*

Question #5: Does the county cover disposal for community clean ups and hot spots?

Answer #5: *In regard to Community Clean-ups, please see Addendum No. 1. Hot Spots are included in the Agreement at no additional cost to Customers or the County per Exhibit A.2.6 of the Boilerplate Franchise Agreement. If requested, any additional Hot Spots will be paid for by the County.*

Question #6: Will the county be willing to give an additional rate increase mechanism to account for a direct increase due to labor?

Answer #6: *No. Rates will only be adjusted annually according to Article 10.2 of the Boilerplate Franchise Agreement. Should there be a change in law or County-directed change in scope, the Collector is eligible to request an extraordinary rate adjustment, as described in Article 10.3 of the Boilerplate Franchise Agreement.*

Question #7: What is the current program for 1383 procurement process?

Answer #7: *Currently, the County acquires mulch and compost from an outside vendor to meet SB 1383 Procurement requirements.*

Question #8: Does the minimum qualification exhibit to be answered separately from the RFP

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submittal? Or is it part of the 20 page maximum RFP submittal?

Answer #8: *Exhibits are not part of the page limit.*

Question #9: How many customers fall into the senior designation?

Answer #9: *As of November 13, 2024, there are 3,128 mandatory accounts and 623 non-mandatory accounts.*

Question #10: Will the County consider an extension to December 22?

Answer #10: *No, all proposals are due November 22, 2024 by 12:00 pm.*

Question #11: Would the County consider a longer-term term contract, beyond 6 years?

Answer #11: *No.*

Question #12: Can the County provide customer and subscription level data?

Answer #12: *Customer and subscription level data is included in the RFP on Exhibit B – Rate Sheet.*

Question #13: Can the County provide copies of route maps?

Answer #13: *No, the County does not have copies of route maps from the current Collector.*

Question #14: Our team is looking for a detailed map with clearly defined boundaries for Area C. Is there another theme map in the County's GIS database that aligns with the Solid Waste Collection Areas?

Answer #14: *Please see below for the GIS link to all Refuse Service Area in San Joaquin County*
<https://sjcgis.maps.arcgis.com/apps/webappviewer/index.html?id=ced3029cbd7d4ac5830fa1b3bf1e04b3>

Question #15: *Are you able to send us the shape files for these areas so that we can use GIS for our analysis to provide service?*

Answer #15: *Please contact Nhan Tran at email: ntran@sigov.org for the shapefile to Refuse Service Area C.*

Question #16: In cases of service failure or performance issues, describe the process used to evaluate non-compliance and non-performance severity, including examples of thresholds triggering penalties or corrective actions.

Answer #16: *Please refer to Article 12 and Exhibit C of the Boilerplate Franchise Agreement.*

Question #17: What specific criteria will be used to evaluate financial stability, such as the assets-to-liabilities and debt ratios? Please provide examples of acceptable financial ratios or situations

Answer #17: *Please refer to Section 2 – Financial Information of SJCDPW-RFP-24-08 – Exhibit C – Minimum Qualifications.*

Question #18: Within Exhibit C, Minimum Qualifications, can the County please clarify that financial statements are only to be “compiled” or “completed,” and not audited by a reputable 3rd party accounting services provider. Industry standard for RFP procedures require audited financial statements from the previous 3 years. How does the County intend to assure themselves that potential service providers are financially capable and secure to mitigate risk, and ensure performance of all contractual requirements?

Answer #18: *Please refer to item e of Section 2 of SJCDPW-RFP-24-08 – Exhibit C – Minimum Qualifications.*

Question #19: In Section 10.2.E. Will the County please clarify the meaning and intent of the paragraph's first sentence: “Upon County request, the Parties shall meet and confer to change the relationship of individual Rates in comparison with other Rates?”

Answer #19: *Individual Rates are the Rates the customer pays for the services provided in the*

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Agreement whereas Other Rates would include gate fees.

Question #20: In relation to the question immediately above, can the County provide examples, or comments about scenarios (or situations), in which a service provider could receive rate adjustments beyond the annual construction cost index and extraordinary adjustments? (the draft agreement's extraordinary rate adjustment includes change in law and County directed changes in scope)?

Answer #20: *Rate adjustments beyond the annual construction cost index will be limited to extraordinary rate adjustments only.*

a. We have concern that prospective bidders may not accurately propose rates that are sustainable and accurate, but rather purposefully low to fulfill the RFP evaluation criteria's point system. Is there a mechanism in the contract that would allow such bidder an opportunity to increase rates after contract award that is not tied to the current language in section 10.3 of the draft agreement?

Response to 20.a: *No, there will be no other rate adjustments unless there is a change in law or County-directed change in scope.*

b. Assuming that audited financial statements are not required from prospective bidders in the evaluation of minimum qualifications (Exhibit C), how will the County verify and confirm that prospective bidders have the financial capability to stand behind their proposed rates and not fall into a situation where they are unable to perform the services?

Response to 20.b: *The County will confirm financial capability per Exhibit C.2.e of SJCDPW-RFP-24-08.*

Question #21: Will compliance with new environmental regulations (e.g., SB 1383) be monitored throughout the contract solely by way of report submissions? If operational costs increase during the term of the agreement and a contractor elect to reduce services, can the County provide examples of compliant and non-compliant actions that they would enforce?

Answer #21: *Compliance with regulations will be monitored through report submissions and County staff route reviews throughout the entire Agreement term. If services are reduced from what has been agreed upon, the Collector would be subject to Article 12 and Exhibit C of the Boilerplate Franchise Agreement.*

Question #22: Will the County offer incentives for sustainability targets, such as reduced landfill use or increased recycling rates? Please clarify specific targets, with examples of qualifying incentives.

Answer #22: *Incentives will not be provided for meeting State mandates.*

Question #23: If new environmental laws or guidelines are introduced, how will operational requirements (not just rate adjustments) be adjusted? Provide examples of adjustment processes outside of what is currently defined as the extraordinary rate adjustment process in 10.3.

Answer #23: *Since the laws or guidelines are unknown and/or undeveloped, it's hard to say with certainty how it will be applied or interpreted once enacted.*

Question #24: How does the County differentiate between "favorable" and "very favorable" ratings from references as described in Exhibit C? Provide criteria examples leading to higher scores in each category.

Answer #24: *Generally speaking, ratings like 'favorable' and 'very favorable' are typically based on how well a reference speaks to the applicant's qualifications, reliability, and overall performance. In many cases, the 'very favorable' rating might reflect exceptionally positive*

feedback that highlights strengths or achievements beyond expectations.

Question #25: Can you further define “favorable” vs. “very favorable” in terms of historical performance metrics? Would incumbents' track records impact ratings? Provide documentation examples supporting these ratings.

Answer #25: *Please see Answer #24.*

Question #26: Will extra points be awarded to firms with extensive experience in San Joaquin County or similar jurisdictions? Provide examples of assessment criteria.

Answer #25: *Please refer to Attachment “B” of SJCDPW-RFP-24-08 for point values.*

Question #26: For firms that have not previously provided operational service in San Joaquin County, what alternative experience would be considered equivalent? Provide comparable regions and qualifying criteria examples.

Answer #26: *Please refer to Exhibit C.5 of SJCDPW-RFP-24-08.*

Question #27: What specific benchmarks or milestones are expected within the first year for a successful transition? Provide examples and clarify penalties if milestones are unmet.

Answer #27: *To have all services in the Boilerplate Franchise Agreement commence January 1, 2026 (Commencement Date). Please refer to Article 12 and Exhibit C of the Boilerplate Franchise Agreement for penalties.*

Question #28: What is the process for transitioning existing employees, and how will the County evaluate fair employment practices for displaced workers? Provide examples of acceptable documentation or practices.

Answer #28: *The transition process for existing employees and the evaluation of fair employment practices for displaced workers is primarily the responsibility of the Collector.*

Question #29: Within Exhibit C, “7. Transition Experience,” there is a requirement that a hauler must have transition experience within one year or less transition time. Is there a threshold for when that experience took place (e.g. last 10 years)? For example, is a transition that occurred in 1986 relevant to this RFP?

Answer #29: *No, there is no threshold for transition experience.*

a. In lieu of a transition from another hauler, the County allows a substitution for a transition to semi-automated collection. However, will the County apply greater value to those bidders who have the actual experience of transitioning a contract from one hauler to another over the manual to semi-automated collections? Or does the County view the two minimum requirements as equal?

Response to 29.a: *Either would meet the minimum qualifications.*

Question #30: Are there specific metrics for evaluating customer service center performance, such as call response times? Provide examples of performance metrics and standards.

Answer #30: *Please refer to Exhibit C.15 of SJCDPW-RFP-24-08.*

Question #31: Can the County specify critical equipment for route and collection compliance? Provide examples of scenarios for acceptable equipment substitutes and notification processes.

Answer #31: *The responsibility for determining and managing the critical equipment required for route and collection compliance generally rests with the Collector, as they are directly involved in the operational aspects of waste collection.*

a. Will a contractor be allowed to utilize rental trucks for providing collection services during either the transition period, or at any time during the length of the agreement? If yes, is there a defined period in which such allowance could be acceptable, thus, waiving the requirements to have painted signage on the sides of

the vehicles in section 7.4.B of the draft agreement?

Response to 31.a: *Yes, rental trucks would be allowed so long as the trucks meet the requirements per Article 7.4 of the Boilerplate Franchise Agreement.*

Question #32: Will the County conduct fleet maintenance inspections, or is self-reporting sufficient? Provide examples of standards for compliance and self-reporting verification.

Answer #32: *Please refer to Article 7.4.C.7 of the Boilerplate Franchise Agreement.*

Question #33: What provisions or scoring advantages are available for low-emission fuels or electric fleets? Clarify qualifying criteria, with examples.

Answer #33: *Please refer to Attachment "B" of SJCDPW-RFP-24-08 for point values.*

a. Will "clean fleets," be considered as items that are point worthy responses within the "additional services," section outlined in the RFP and valued at 15 total points in the overall scoring system?

Response to 33.a: *Yes, "clean fleets" are point worthy responses within the Additional Services section outlined in SJCDPW-RFP-24-08. However, "clean fleets" will not necessarily award the proposer the full 15-point value. Please refer to Attachment "B" of SJCDPW-RFP-24-08.*

Question #34: What are the reporting requirements for vehicle insurance and safety compliance, and how often will the County review records? Provide examples of expected documentation.

Answer #34: *Please refer to Article 11.2 of the Boilerplate Franchise Agreement for the expected documentation. The County reviews all records annually.*

Question #35: How will the County assess a Collector's safety record, and are there additional requirements for high experience modification rates? Provide corrective measure examples.

Answer #35: *Please refer to Article 7.6.C of the Boilerplate Franchise Agreement.*

Question #36: Could you define diversion targets and metrics expected each year for SB 1383 compliance, with examples? Explain the adjustment process for annual evaluations or legislation changes.

Answer #36: *The County is responsible for overseeing SB 1383 compliance. As part of its role in ensuring that diversion and compliance is achieved, the Collector is responsible for adhering to Article 5.2 and Article 6.2 of the Boilerplate Franchise Agreement.*

Question #37: Are there specific contamination thresholds for organics and recycling during collection services' contamination monitoring procedures outlined in Section 6.2 of the draft

agreement? Provide examples of contamination thresholds for each commodity type and measures for addressing community education on contamination. (e.g. 10% of total container contents are the threshold for determining a contaminated cart)

Answer #37: *Please refer to Article 6.2 of the Boilerplate Franchise Agreement.*

Question #38: If a proposer designates a recycling and/or organics processing facility as part of their bid submission, is there a limitation on the distance in which these facilities may be located from the collection service area?

Answer #38: *Please refer to Article 4.1.B and Exhibit B of the Boilerplate Franchise Agreement.*

Question #39: Are their minimum diversion requirements for the designated recycling and organics processing facilities?

Answer #39: *Please refer to the State of California's diversion requirements for recycling and organics processing facilities.*

Question #40: How will SB 1383 compliance be evaluated beyond the contractor's reporting requirements? Provide County's audit processes and required documentation examples.

Answer #40: *County will conduct site visits and route reviews.*

Question #41: In unavoidable cases that either prevent and/or delay full SB 1383 compliance (e.g. uncontrollable circumstances, delays in customer acknowledgements/responses, delays in contractor equipment procurement, etc.), is there a grace period granted by the County? Provide compliance effort documentation examples.

Answer #41: *The grace period for SB 1383 compliance as it relates to the Agreement is the time the Agreement is awarded to the Commencement Date.*

Question #42: If state-mandated diversion targets change, what lead time is provided until contractor is required to adjust? Provide examples of phased implementation.

Answer #42: *Target dates are defined by the State of California and will be adhered to by the County.*

Question #43: Are specific audit/monitoring frequencies required for route reviews? In other words, can the annual route reviews be conducted all at one-time per calendar year, or do they need to be spread over the calendar year? Provide examples of documentation standards for these audits.

Answer #43: *Please refer to Article 6.2.2.A.1 of the Boilerplate Franchise Agreement.*

Question #44: Does the County have an estimated quantity of route reviews they would like conducted by the Contractor each year (e.g. 1% of all containers, 5%, etc.)?

Answer #44: *Please refer to Article 6.6 of the Boilerplate Franchise Agreement.*

Question #45: Is photographic evidence of route review results required by the County?

Answer #45: *Please refer to Article 6.2.2.C.1 of the Boilerplate Franchise Agreement.*

Question #46: Are there specific contamination reduction goals established by the County, and will the County assist the contractor with any supplemental efforts (e.g. education and outreach efforts) to help achieve these reduction goals? Provide examples of contractor expectations for meeting these goals.

Answer #46: *At the County level, contamination reduction goals are typically part of the larger waste diversion strategy required by the state. The County works to ensure that contamination in both recycling and organics streams is minimized, as part of its broader responsibility to meet state requirements.*

Question #47: Besides self-hauling, what other criteria are used to grant generator waivers? Provide qualifying scenario examples.

Answer #47: *Please refer to 5-2980 of Title 5, Division 2, Chapter 15 of the Ordinance Code of San Joaquin County. Please visit <https://www.sjgov.org/departments/pwk/solid-waste/sb-1383--requirements-for-business-in-unincorporated-san-joaquin-county> and scroll to the bottom of the page to view the PDF waiver in its entirety.*

a. Can a customer receive a waiver for 1) only MSW 2) only recycle, 3) only organics 4) only 2 out of 3 containers 5) all 3 containers, etc.?

Response to #47.a: *Please refer to 5-2980 of Title 5, Division 2, Chapter 15 of the Ordinance Code of San Joaquin County.*

b. Is a self-hauling waiver only available to customers in the "non-mandatory" service area, or are "mandatory" customers eligible as well?

Response to #47.b: *Please refer to Article 6.4.D and 6.5 of the Boilerplate Franchise Agreement.*

Question #48: Describe the process for customers requesting, and the County approving, waivers. Provide examples of required documentation.

Answer #48: *Please refer to 5-2980 of Title 5, Division 2, Chapter 15 of the Ordinance Code of San Joaquin County.*

Question #49: Is the Contractor required to participate in the waiver referral, application, or verification process? If so, how often must waivers be reviewed by the Contractor for continued validation of such waiver (e.g. once per year, once every 3 years, etc.)? Provide examples of documentation standards for waiver verification.

Answer #49: *Please refer to 5-2980 and 5-2983 a.2.n of Title 5, Division 2, Chapter 15 of the Ordinance Code of San Joaquin County and Article 6.4.D and 6.5 of the Boilerplate Franchise Agreement.*

Question #50: Does the County have an estimated number of customers who are likely qualified and eligible to receive such waiver from the County upon start of the new contract?

Answer #50: *Please refer to Exhibit B of SJCDPW-RFP-24-08.*

Question #51: Is it correct to assume that 3-container collection waivers are only applicable to those customers within the “mandatory,” service area?

Answer #51: *Please refer to Article 6.4.D of the Boilerplate Franchise Agreement.*

Question #52: Besides, what is outlined in Exhibit C – Liquidated Damages - what procedures must be in place for handling service complaints? Provide examples of acceptable complaint handling standards, required contractor response times, processes for ensuring resolution, etc.

Answer #52: *Please refer to Article 6.7 of the Boilerplate Franchise Agreement.*

a. Under what circumstances should a contractor escalate a customer service complaint to the County for assistance with establishing resolution?

Response to #52.a: *In general, the Collector is responsible for addressing customer complaints directly. However, there may be certain situations where it is appropriate for the Collector to involve the County. These situations could include instances where the issue cannot be resolved by the Collector, or where the matter falls outside of the Collector’s direct responsibility or involves broader concerns related to County guidelines or service expectations.*

Question #53: How will container compliance be evaluated and are all of the new containers required to be deployed before contract start, or upon contract start? Provide examples of documentation and practices for County audits.

Answer #53: *Please refer to Article 5.2 of the Boilerplate Franchise Agreement. The County will conduct random route reviews.*

Question #54: For accessibility needs, are there additional container placement requirements? Provide examples of accommodations for qualifying customers.

Answer #54: *No, but accommodations are welcome to be added to the Additional Services of the proposal.*

Question #55: Will union affiliation or the proposer’s commitment to union workforce standards be factored into the RFP evaluation? If so, could you clarify how union affiliation will be assessed and provide examples of what constitutes a favorable rating in this area?

Answer #55: *Only as described in Exhibit C.16 of SJCDPW-RFP-24-08.*

Question #56: How will the County evaluate proposals that offer higher wages than industry or regional standards? Will proposals with higher wages be considered more competitive, and if so, please clarify with examples of the criteria used to assess wage levels?

Answer #56: *Please refer Attachment "B" of SJCDPW-RFP-24-08.*

Question #57: Is there a requirement to disclose union affiliation, wage scales, and benefits provided to employees as part of the proposal? If disclosure is not required, please clarify why it is excluded and how this aligns with the County's goals for worker standards.

Answer #57: *No. Please refer to Article 10 of the Boilerplate Franchise Agreement.*

Question #58: Will company-paid benefits (e.g., healthcare, retirement contributions, paid time off) factor into the evaluation of each proposal? If so, can you clarify with examples how these benefits will impact scoring, particularly in relation to workforce stability and employee satisfaction?

Answer #58: *Benefits should be factored into the proposed rate. Please refer to Article 10 of the Boilerplate Franchise Agreement.*

Question #59: What weight will be given to wage levels and benefits in the overall evaluation? Could you provide a breakdown of the scoring or ranking system, specifically indicating the points or percentage allocated to workforce standards such as wages and benefits?

Answer #59: *Please refer Attachment "B" of SJCDPW-RFP-24-08 for scoring.*

Question #60: For proposals with non-unionized workforces, how will the County ensure that wage and benefit standards meet or exceed the standards of unionized counterparts? Could you clarify if non-union proposals will be required to demonstrate wage and benefit comparability, and if so, provide examples of the documentation required?

Answer #60: *Please refer to 5.1.E of SJCDPW-RFP-24-08 regarding wages.*

Question #61: Will the County provide any preference or additional scoring for proposals that include specific wage or benefit increases during the contract term? If such increases are favored, please clarify how they will be factored into the proposal's overall score.

Answer #61: *Please refer Attachment "B" of SJCDPW-RFP-24-08 for scoring.*

Question #62: If a proposal includes union affiliation with commitments to regular collective bargaining adjustments, will these adjustments be considered a benefit to the County? Please clarify if proposals with collective bargaining adjustments will be given additional consideration and provide examples of scoring criteria.

Answer #62: *Please refer Attachment "B" of SJCDPW-RFP-24-08 for scoring.*

Question #63: It is our understanding that there are "mandatory" and "non-mandatory" service areas within County Refuse Service Area C. Will the County please confirm how many customers are located within the "mandatory," area and how many customers are located in the "non-mandatory" area?

Answer #63: *Please refer to Exhibit B of SJCDPW-RFP-24-08 for additional information.*

a. Given the estimated customer counts noted within "Exhibit B. Rate Sheet," will the County please clarify how many of the current customers are located in "mandatory" vs. "non-mandatory" service areas?

Response to #63.a: *Please refer to Exhibit B of SJCDPW-RFP-24-08 for additional information.*

b. Is the quantity of mandatory vs. non-mandatory customers the same as the "High Density" vs. "Low Density" customers listed on Exhibit B – Rate Sheet? If not, how many mandatory customers and non-mandatory customers are designated as high density and low density, respectively?

Response to #63.b: *Yes, these figures approximately represent mandatory and non-mandatory customers.*

c. Can the County please provide a map of the Mandatory vs. non-mandatory

service areas of Refuse Area C?

Response to #63.c: Please refer to Exhibit E of the Boilerplate Franchise Agreement. For more detailed information, please visit:

For zoning codes, see link at: <https://www.sigov.org/commdev/cgi-bin/cdyn.exe/file/Planning/SJC%20Dev%20Title%20Update%2010-26-23b%20Final.pdf#>

For parcel viewer map view, see link here and use map content>layers>planning and check zoning filter: <https://sjmap.org/ParcelViewer/>

d. How frequently does the County update its map and/or list of customers who reside within the mandatory vs. non-mandatory service areas? If such map or list is updated, how does the County notify the customers and/or contractor of such changes.

Response to #63.d: Maps are updated annually and as needed. Customers and Collectors can access maps at anytime via <https://sjmap.org/ParcelViewer/> . Please refer to Article 6.4.D of the Boilerplate Franchise Agreement for notification information.

i. If additional customers are added to the “mandatory,” service area, how long does the contractor have to implement the 3-container collection program to such newly added customers? In such case, will adjustments to rates be considered for additional operational costs (e.g. additional routes, trucks, drivers, containers, participation levels, etc.)

Response to #63.d.i: Please refer to Article 6.4.D of the Boilerplate Franchise Agreement for information regarding customer enrollment. Services are to be provided to customers immediately upon notification of occupation of residence. Rate adjustments will be limited to the annual construction cost index and extraordinary rate adjustments only.

e. Are any of the customers located in “non-mandatory” service areas eligible to sign up for service with the Area C contractor? Are there any requirements or procedures necessary for a customer in a non-mandatory area to sign up for service?

Response to #63.e: Please refer to Article 6.4.D of the Boilerplate Franchise Agreement.

f. Are the monthly service rates provided to mandatory and non-mandatory service areas expected/required to be the same?

Response to #63.f: Yes, required.

g. Are customers in a non-mandatory service area eligible to receive senior citizen and low-income discounts?

Response to #63.g: Please refer to Article 10.2.B of the Boilerplate Franchise Agreement and Board Order B-94-490.

h. If a customer in a non-mandatory service area enrolls in collection services, are they also required to receive the mandatory 3-container collection program or may they enroll in only select services of their choosing? (e.g. only recycling, only organics, or only recycling and organics, etc.)

Response to #63.h: Please refer to Article 6.4.D of the Boilerplate Franchise Agreement.

i. Is a customer in a non-mandatory service area eligible to receive the “supplemental single-family programs” outlined in Exhibit A.2 if they are enrolled in the 3-container collection program? Are they eligible to receive these same supplemental programs if they are NOT enrolled in the 3-container single family programs?

Response to #63.i: Please refer to Article 5 of the Boilerplate Franchise Agreement.

j. Are there separate education and outreach requirements to non-mandatory vs. mandatory customers? For example, is the contractor required to contact nonmandatory customers letting them know that collection services are available to them if they elect to enroll? If so, how frequently should these communications be made and via what mechanism of correspondence?

Response to #63.j: Please refer to Article 6.3 and 6.4.D of the Boilerplate Franchise Agreement.

Question #64: Exhibit B – Rate Sheet notes that “The breakdown across account cart sizes is an estimate calculated from actual accounts. Accounts for 30 and 90 gallon containers have been reduced to include an estimated count for 60 gallon containers. Future account numbers may vary.”

a. Using our relevant experience, we believe the customer cart sizes will be substantially different than what the County has included in Exhibit B. Are we allowed to provide our own internal assumptions and modify the cart quantities by size and rates within our submission of the proposed rate sheet? Otherwise, a bidder will be at extreme risk that such cart size migration estimated by the County does not occur, and as such, the annual revenue requirement (also referred to as “total annual agreement \$” in Exhibit B. Rate Sheet) to operate the contract will not be met.

Answer #64.a: All Attachments and Exhibits must be completed in the format in which they were provided per 8.4 of SJCDPW-RFP-24-08.

i. Given the participation quantity in the 60-gallon cart option is unknown at this time, may a proposer submit a rate for each of the 3-cart size options and a “total annual agreement” \$ amount, but not individual totals for each cart size? Will this consider an acceptable bid?

Response to #64.a.i: Please refer to 8.2 of SJCDPW-RFP-24-08.

b. In the event that actual cart quantities will be dramatically different than what is estimated on Exhibit B – Rate Sheet, how will the County account for the difference in the “Total Annual Agreement” line? In other words, if the selected contractor does not collect the total annual agreement amount because customer cart sizes did not change from the current contract, is a contractor allowed to modify its rates to account for any decreased revenue in its proposal projections?

Response to #64.b: Accounts are subject to variation per Exhibit B of SJCDPW-RFP-24-08.

c. Are the rates included in Exhibit B – Rate Sheet expected to include (or not include) the County’s 3% management fee?

Response to #64.c: The rate submitted on the rate sheet shall be the full, entire and complete compensation due to Collector pursuant to the Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, fees due to County, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

d. There appear to be several customary and industry standard rates that do not currently appear on Exhibit B – rate sheet? These rates would be for additional collections events (unscheduled), additional container charges, backyard/roll-out services, additional bulky item collections outside the supplemental services, etc. Where will these additional charges/rates be memorialized?

Response to #64.d: Any additional services outside of what is mentioned in the Boilerplate Franchise Agreement and included in the rate provided on Exhibit B of SJCDPW-RFP-24-08 that Collector would like to offer to customers should be included in the Additional Services of the proposal. If Collector chooses not to include the cost of such

services in the rate submitted on Exhibit B of SJCDPW-RFP-24-08, Collector shall include any rates for those specific additional services as an al-a-carte option to customers within the Additional Services.

Question #65: Can the County please provide prospective bidders with current annual tonnage volumes for all 3 commodities collected from Service Area C?

Answer #65: No.

a. Can the County please publish how many of the current residential customers in Area C receive recycling and/or green waste collection services?

Response to #65.a: *Under the current Agreement for Refuse Service Area C, all mandatory collection areas are provided 15-gallon recycling tubs for bi-weekly curbside source separated collection of recyclable materials and a cart for fully automated refuse collection service. Please refer to Exhibit B of SJCDPW-RFP-24-08 for Accounts.*

Question #66: Assuming there is not a minimum diversion requirement for recyclables and organics in the draft agreement, what does the County estimate to be expected volume of residuals for these two commodities after processing services are provided?

Answer #66: *It is difficult to provide a precise estimate of the expected volume of residuals after processing services as residuals for recyclables and organics vary depending on factors like:*

- *The effectiveness of the sorting and processing technologies.*
- *The quality of materials being collected (e.g., contamination levels).*
- *The mix of materials in the waste stream.*

Without more detailed information specific to the Collector, the County cannot provide an estimated figure at this time.

a. Is the County's disposal gate rate(s) for residual tons the same as the gate rate(s) for unprocessed MSW volumes?

Response to #66.a: Yes.

Question #67: If a proposer brings recyclables and/or organics to the County's owned Transfer Station, would the proposer be able to arrange for tractor/trailers to transport those materials to one of the proposer's own recycling and/or organics processing facilities? Alternatively, would the County be able to provide transportation services from their transfer station to a processing facility owned/operated by the proposer at a determined rate?

Answer #67: *Please refer to Article 6.1 of the Boilerplate Franchise Agreement.*

Question #68: If a proposer has an adjacent landfill disposal facility adjacent to their proposed recycling and/or organics processing facility, would the County consider allowing the proposer to dispose of the residual tons at their own disposal site? Such allowance has the potential to significantly reduce the impacts on avoidable green house gas emissions, road wear and tear, etc.

Answer #68: *Please refer to Article 6.1.E of the Boilerplate Franchise Agreement.*

Question 69: Specifically in reference to "Attachment C: Disclosure of Lobbying Activities:" Will the County please provide instructions for how to fill out this form? We understand this form to be asking whether we have lobbied federal officers or members of Congress, not County supervisors or employees. Is this understanding of Attachment C, correct?

Answer #69: *Please refer to page 12 of SJCDPW-RFP-24-08 entitled "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities".*

Question #70: Is the County open to receiving alternative proposals that include rate options for additional services which could provide added benefits to the County?

Answer #70: *Any additional services outside of what is mentioned in the Boilerplate Franchise Agreement and included in the rate provided on Exhibit B of SJCDPW-RFP-24-08 that Collector would like to offer to customers should be included in the Additional Services of the proposal. If Collector chooses not to include the cost of such services in the rate submitted on Exhibit B of SJCDPW-RFP-24-08, Collector shall include any rates for those specific additional services as an al-a-carte option to customers within the Additional Services.*

Question #71: Regarding the flow control provisions, would the County be open to discussing alternative payment arrangements for haulers who wish to dispose of waste at a transfer station or landfill other than the designated facility in the region?

Answer #71: *No.*