

From: TOWN OF WINDSOR

To: COMPANIES THAT ATTENDED THE MANDATORY PRE-PROPOSAL CONFERENCE

ADDENDUM NO. 4: Request for Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection Services

Notice is hereby given that this Addendum No. 4 is provided to the companies represented at the Mandatory Pre-Proposal Conference held on September 14, 2016, and that the clarifications, additions and/or deletions contained in this Addendum shall be made part of the Request for Proposals (RFP) for the above-referenced project, and shall be subject to all applicable requirements there-under, as if originally shown and/or specified.

Companies in Attendance at Mandatory Pre-Proposal Conference

Notice is hereby given that the following companies were represented at the Mandatory Pre-Proposal Conference held on September 14, 2016:

- C&S Waste Solutions;
- California Waste Solutions;
- Garden City Sanitation;
- Green Waste Recovery;
- Industrial Carting;
- Marin Sanitary Service;
- Waste Management, Inc.; and
- Windsor Refuse and Recycling, Inc.

Questions received to this date are addressed in the following pages.

All applicants are required to sign this page of this Addendum No. 4, and shall submit a signed copy of this page with their proposal.

Thank you for your participation,
Kristina Owens
Town of Windsor

ADDENDUM NO. 4

DATED: October 10, 2016

COMPANY / AGENCY NAME: _____

COMPANY ADDRESS: _____

REPRESENTATIVE'S NAME: _____

SIGNATURE: _____

DATE: _____

Questions Received September 30, 2016:

1. When providing data needed for proposers to estimate the costs of servicing the Town the Windsor, the Town expressly and repeatedly states that “the Town neither warrants nor accepts responsibility for the accuracy of the information contained” within the RFP. Per the reports provided by the franchised hauler and accepted by the Town, the Town of Windsor generates 10,700 tons of garbage annually while the Sonoma County Waste Management Agency reports 13,081 tons annually. Which figure should proposers base their financial projections on?

Response: Proposers should refer to the current Contractor’s reported tonnage included in the RFP. Contractors are only responsible for tonnage collected under the terms of the franchise agreement. Tons reported by Sonoma County may also include self-haul tons, and C&D tons not covered by the exclusive franchise agreement.

2. The RFP states that the contractor “will be required to include billing inserts provided by the Town.” To accurately forecast proposer costs, what is the frequency of the Town’s billing inserts annually?

Response: One.

- a. How many have been done over the past three years?

Response: Three.

- b. How many do you anticipate in coming years?

Response: Once annually.

3. What is the process for qualifying the content of RFP submissions?

Response: See Form L – Pass or Fail Requirements and Section 4.5 of the RFP.

4. Without a weighting scale for the evaluation criteria, how is each section in a submitted proposal measured in the competitive procurement process?

Response: Each criterion has equal value during the evaluation process. The Town Council will make the final selection.

5. What is the review protocol for exceptions?

Response: The Town will review each written exception submitted for its own merits and how it benefits the Town, the Town’s customers or its technical feasibility, and make a decision on whether or not to accept a specific written exception to Collection Service Agreement.

6. Is the town able to provide the number of MFD and Commercial UNITS at each account?

Response: Customer account data, as provided by the current franchised hauler, will only be made available to the company that is awarded the Collection Service Agreement.

7. Is it the Town’s intent that large items include such things as washers, mattresses, couches, or televisions, and specifically not extra bags of garbage, C&D materials, in addition to already specified Exempt Waste?

Response: Yes.

8. Is a decal with permanent adhesive an acceptable alternative to hot stamping or embossing for bins? Similarly, can a permanent adhesive decal be used for carts if additional labeling becomes necessary following the initial distribution of new carts?

Response: Yes, however if the decals fail at any point during the term of the agreement, the Contractor will be required to replace the carts with acceptable labeling. Additionally, decals require prior approval by the Town. Contractors are encouraged to provide example decals as part of their proposals.

Questions Received October 3, 2016 at 2:32 p.m.:

9. For on-call large item pickups, what has been the past number of pickups per year for residential and MFD customers? Is there a breakdown of the type, quantity and number of items collected?

Response: The current Contractor reported a total Large Item collection of 82.55 tons for calendar year of 2015. The Town does not warrant the accuracy of this data. The Town has no additional Large Item data to provide at this time.

10. For the HHW waste collection of material, are there any stats such as type, quantity and weights collected?

Response: The Town has no additional HHW tonnage data to provide at this time, but SCWMA may be able to provide additional information if it is available.

11. For the Holiday Tree Collection Service Drop Off for the period 12/26-2/1, what are the days of the week and time of day for the drop off collection service? Will the two sites be provided to the Contractor at no charge?

Response: Monday – Sunday, 24 hours/day. The Town designated site(s) on Town property will be provided at no charge.

12. How many illegal haul pickups does the Town project for the year?

Response: The Town has no additional illegal dumping pickup or tonnage data to provide, but the Town has never used its all of its currently allotted 960 cubic yards of illegal dump collection in past years. Please see response to Question 21 also.

13. How many deliveries are required each year for wood chips?

Response: No more than four (4) per year. However, wood chips will be provided only if wood chip allocations are made by SCWMA.

14. Is there an extra charge for an extra cart for SFD or MFD recyclable materials?

Response: The Proposer may propose an extra charge for additional SFD or MRF Recyclable Materials carts.

15. What are the annual recycling tons, service levels and number of customers serviced for residential, multi-family and commercial services?

Response: Please see Attachment 2 for service levels. Please refer to Table 2 of the RFP for more information. Note this information was provided by the Town's franchised hauler and the Town does not warrant the accuracy of this data.

16. What is the likelihood that the Town will implement Dry Waste Collection service? When will the Town implement this service?

Response: The Town may consider this program at such a time as it is commercially viable.

17. What is the per ton tip fees for GW/Organics and MSW at the Sonoma County LF?

Response: There are three components of the tipping fee depending on which of the Sonoma County transfer facilities are used, where the green/organic waste is taken to for process, and the County and SCWMA surcharge. SCWMA use a blended \$58.00/ton for green/organics waste that it is responsible for. This includes the SCWMA contracted cost for transport and processing. There are additional SCWMA and County surcharges.

Available information on the fees are summarized below:

- **County Fees** are applied at \$13.19 per ton (in 2016).
- **SCWMA Fees** are applied at the rate of \$4.85 per ton.
- **Tipping Fees** applied at an SCWMA-set rate of \$58/ton.
- **Transport Fees** are applied based on distance traveled, per the terms of the transportation contract with the Ratto Group. Rates listed below are based on transportation from the nearest County transfer station:
 - Redwood Landfill \$7.42/ton.
 - Cold Creek Compost \$22.16/ton.
 - City of Napa \$13.70/ton.
 - Jepson Prairie Organics \$26.47/ton.
- **Composting fees** are based on contracted facility rates:¹
 - Redwood Landfill \$44.50/ton.
 - Cold Creek Compost \$32.00/ton.
 - City of Napa \$44.00/ton.
 - Jepson Prairie Organics \$42.00/ton.

18. Will recycling and organics be mandatory for all commercial customers requiring MSW services?

Response: At this time, the Town has no mandatory service requirements.

19. Are the current wage and benefit rates for current drivers and mechanics servicing the Town of Windsor available? Are any of these workers covered under a Collective Bargaining agreement?

Response: The Town has no data on this item.

20. Please provide an estimate of the number of MFD units in the Town of Windsor.

Response: Please see response to Questions 6 and 15.

21. Town Services requires 1,000 CY of material to be picked up. Is there an annual minimum or maximum number of sites to be serviced?

Response: There is no minimum or maximum number of sites to be serviced. Please see response to Question 12.

22. What are the annual quantities and weights collected by material type for the on call bulky waste pickups and the annual quantity and weights collected at the two Town collection events?

Response: Please see response to Question 9.

¹ Tonnage fees are based on the contracts between SCWMA and each of the facilities.

23. What are the annual quantity, weights and type of materials collected for the HHW collection?

Response: Please see response to Question 10.

24. If we do not utilize the Sonoma County LF / Transfer Station for disposal of MSW, what are the fees that will need to be paid per ton by not disposing at this facility, whether in County or out of County?

Response: THE CONTRACTOR IS REQUIRED TO DISPOSE OF ALL MSW AT THE SONOMA COUNTY CENTRAL LANDFILL (direct haul or via transfer stations). The reference in the RFP was specifically tied for use of the Sonoma County transfer facilities for transferring Organic Waste, and for any fees on Organic Waste as may be set by Sonoma County and/or SCWMA.

25. Is garbage to be disposed at the Sonoma County LF / Transfer Station located at 500 Mecham Rd. in Petaluma? Or, is some other transfer station to be used? If a different transfer station, please provide the address. What is the average number of minutes to unload / tip at the location from the time the truck enters and leaves the site?

Response: See response to question 24; please reference the Waste Delivery Agreement between the Town and Republic Services of Sonoma County, Inc.

No specific transfer station is called out for use; the assumption is Proposers will either direct haul MSW to the Sonoma County Landfill, or use a transfer station that is most efficient for their routing.

The Town has not information for transfer station or landfill operating requirements. See the "Agreement For Operation of the Central Landfill and County Transfer Stations Between County of Sonoma and Republic Services of Sonoma County Inc."

26. What are the service levels for the various Parks listed in Exhibit 4 to Addendum #1?

Response: Please refer to Exhibit 4, Addendum No. 2 related to the parks that have existing service. Parks listed only with acreage are not serviced at this time.

27. What are the annual number of cart and bin cleaning services performed and what is the estimated amount of revenue generated from this service annually?

Response: The Town has no data on this item.

28. What are the estimated annual number of roll off hauls performed each year by service level, size of box and by material type?

Response: Please see Attachment 2 for service levels.

29. What are the service levels for Resi, MFD, Commercial and Roll Off for Recycling and Organics as Outlined in Table 2 for MSW?

Response: Please see Attachment 2 for service levels.

Questions Received October 3, 2016 at 3:18 p.m.:

30. Can the Town provide the house count serviced per day?

Response: The Town has no data on this item.

31. Is the Contractor to service the Town containers located at Town parks?

Response: Yes

32. It appears that there are some separate areas outside of the main area that are also part of the Town of Windsor (this is seen when you Google Map Windsor, CA). Are these separate areas to be serviced

by the Contractor, or are they considered part of unincorporated Sonoma County? If they are to be serviced by the Contractor, can further details of these areas be provided?

Response: The Contractor is to provide Collection Services to all areas within the corporate limits.

33. Section 1.5 Summary of Requested Services (RFP pp. 9)

Question: Contractor is to provide wood chip delivery to the Town, as available and allocated by the SCWMA. Can the Town provide the maximum number of cubic yards and frequency of deliveries the Contractor will be obligated to provide?

Response: Please see response to Question 13.

34. Section 2.4.7 Street Sweeping Services (RFP pp. 13)

WR&R provides Street Sweeping Services at no cost to the Town to approximately 130 miles of the Town's public streets. Residential streets are swept every other week, and collectors and arterials are swept weekly. The Town's Civic Center and Library complex parking lots, driveways and paved areas, the Town's Wastewater Treatment Plant, and the Town's Corporation Yard complex are swept weekly.

Question: It is unclear if the quoted 130 miles is centerline or curb miles. Can the Town provide the total curb miles to be swept weekly versus every other week? Can the Town provide a sweeping schedule or map that includes addresses and/or streets listed with frequency? Can the Town provide an estimated lineal feet of medians?

Response: The franchised hauler reported 130 miles in its 2015 Annual report to the Town, but the Town cannot verify the accuracy of this information; the Town's Public Works Department estimates approximately 90 centerline miles and approximately 6,500 feet of raised medians are within the Town. Proposers are strongly encouraged to conduct their own investigation.

35. Section 2.5.1 Single Family Dwelling (SFD) Collection Services (RFP pp. 19)

Question: Can Proposers exclude offering Recycling and Organics Carts in size 20-gallon to all Service Recipients, and exclude offering Recycling and Organics Carts in size 32-gallon to all Service Recipients except for those with disabilities who present a doctor's note? Carts for these material streams in these smaller sizes are not industry standard and are unlikely to successfully promote diversion.

Response: This would be considered as an exception to the franchised requirements and should be noted in Contractor's response as well as a rationale why offering these size carts in is not feasible. The Town will consider such as request at the time proposers are submitted.

36. Section 2.5.6 Education and Outreach Program and Diversion Coordinator (RFP pp. 26)

The Town reserves the right to redirect funding for Education and Outreach Program and Diversion Coordinator to a 3rd party.

Question: Will the Town provide advanced notice of its decision to redirect this funding? If so, how much notice will be provided?

Response: The Town will provide 180 day advanced notice if the Town that determines that Contractor's outreach is not effective.

37. Section 2.5.10.2 Organic Waste Facilities (RFP pp. 29)

- a. Question: Can the Town provide the current residue rates of SCWMA managed/contracted Organic Waste transfer/organics processing facilities?

Response: The Town does not have information on residual rates for SCWMA contracted facilities.

- b. Question: Can the SCWMA managed/contracted Organic Waste transfer/organics processing facility guarantee it will accept and process Organic Waste delivered by Contractor with contamination up to 10% and can process organics to a standard of 10% or less residual?

Response: See response to question 37a above.

- c. Section 2.5.10.2 and 2.5.10.30 of the RFP specify the Contractor's selected processing facilities must be able to process organic waste and recyclable materials that "result in residue no greater than 10% by weight." Section 5.01.2 of the Draft FA specifies the Contractor's annual diversion requirement will be calculated using each facilities' actual diversion rate (delivery, net all residue from processing). If the facility processes materials from many sources and the materials delivered by Contractor have lower residue rates than the resulting residue rate of the facility, can the Contractor use the lower residue rate for the materials actually delivered (higher diversion percentage) in their diversion calculation. For example, if Contractor consistently collects from customers and delivers organic waste to the processing facility with residue rates <5% by weight, but the overall processing facility diversion rate is 10%, can the Contractor use the 5% in its annual calculation if substantiated by audits? If this is not allowed, there is an incentive for Contractor to collect and deliver more highly contaminated material to the organic waste processor.

- d. Question: Can the Town provide the current rate schedule for the Franchised Haulers who deliver to the SCWMA organics processing facility?

Response: see response to question 17.

- e. Question: Can the Contractor transfer MSW and/or organic waste at the Healdsburg Transfer Station, and if so, what are the rates to do so?

Response: The Contractor may transfer MSW and/or organic waste to any transfer station within the Sonoma County Landfill/Transfer Station system. Also see response to question 17.

- f. Question: The requirement for a 5-year contract for organics with the Town's flow control rights will potentially hinder the Contractor's ability to execute a contract with an Organic Waste Processing Facility. Can this requirement be reconsidered?

Response: Contractor's must demonstrate they have adequate Organic Waste Processing throughout the term of the franchise agreement. The specific 5-year term will be deleted from the Final Collection Service Agreement.

38. Section 2.5.14 Service Recipient Rates (Customer Rates) (RFP pp. 31)

Service Recipient Rates will be adjusted each October 1st and the Sonoma County Landfill and Transfer System rates are adjusted each April 1st; however, that leaves 6 months of every year where the Contractor would be required to pay the increased landfill tip fee without a mechanism to recover those increased costs. (This also appears in Article 4 Section 4.04.2 of the Draft Agreement pp. 29)

Question: Can the Town provide an example of how the Contractor is to recover the cost of 6 months of increased tip fee between the landfill adjustment and when new Service Recipient rates take effect?

Response: The current system operates on the same time frame, and the Town will not modify the rate adjustment process due to any delay or lag in the time between when the County adjusts tipping fees and when the Town Council approves customer rates. The time is needed for 1) the tipping fees to be published, the RRI indices to be published, the Contractor to calculate the proposed rates, the Town to verify the proposed rates are calculated correctly, and the time necessary to the Town to conduct the public hearing prior to adoption of the new rates.

39. Section 2.5.4.2 Commercial Recycling Collection Service (RFP pp. 22) and Section 4.4.5.2 Operations Plan (RFP pp. 51).

- a. Question: Can the Town define “dry commercial mixed waste”?

Response: Dry Commercial Mixed Waste refers to the materials that the City’s Franchised Hauler are to collect from commercial Premises in the City when directed to do so by the Town, according to the current Waste Delivery Agreement with Republic Services. Please refer to Section 2.3 of the Waste Delivery Agreement for more information.

- b. Question: Can the Town anticipate when this program may be implemented or provide its plan for this program?

Response: Please see response to question 16.

- c. Question: Post-processing residual must be 10% or less by weight of all Recyclable Material and all Organic Waste collected within the Town. In the event the Town chooses the dry commercial mixed waste program from Republic, how will this affect the 10% residual requirement?

Response: The 10% residual only applies to source separated Recyclable Material and Source Separated Organic Waste. See the WDA.

40. Section 3.21 Performance Bond (RFP pp. 40)

Question: Can the Town provide Proposers with Form M?

Response: Correction – “Form M” on Page 40 is to state “Form L”. There is no Form M.

41. Article 1: Definitions (Draft Agreement pp. 11)

1.45 Garbage Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to ten (10) cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck that is approved for such purpose by the TOWN.

Question: Will the Town permit Proposers to propose bins in a maximum size less than 10 cubic yards?

Response: Yes.

42. Article 1: Definitions (Draft Agreement pp. 13)

1.66 Organics Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck, that is approved for such purpose by the TOWN.

- a. Question: Will the Town permit Proposers to propose bins in a maximum size less than 6 cubic yards? Organics are heavy and a bin in too large of a size can pose a safety concern.

Response: Proposers may propose organics bins with a maximum size of 4 cubic yards.

1.68 Organic Waste. Organic Waste includes plant debris, such as palm, yucca and cactus, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees, and other forms of vegetative waste.

- b. Question: Can the Town verify that SCWMA managed/contracted Organic Waste transfer/organics processing facilities accept palm?

Response: Palm, yucca, and cactus are included in current agreement between the Town and WR&R. However, these materials are not specifically addressed in SCWMA's current organic waste processing agreements and the Town cannot verify if these materials are accepted by SCWMA contracted facilities. Accordingly, Proposers should include as exceptions to any specific types of Organic Waste they can not accept and the Town will not negatively view excluded materials such as palm, yucca, and cactus.

43. Article 1: Definitions (Draft Agreement pp. 14)

1.72 Recyclable Material definition includes concrete, but concrete is also listed as Exempt Waste in Section 1.41.

Question: Can concrete be removed from the definition of Recyclable Material?

Response: The Town will remove "concrete" from the "recyclable material" definition in the Final Collection Service Agreement.

44. Article 3: Service Provided by the Contractor (Draft Agreement pp. 18)

3.02.2.3: Non-Collection. The CONTRACTOR shall not be required to collect any Garbage or Recyclable Material or Organic Waste that are not placed in a Bin or Cart unless such Garbage or Recyclable Material or Organic Waste is outside the Bin or Cart as a result of overflow.

- a. Question: Will the Town permit the addition of "...and only if Service Recipient and Contractor have made prior arrangements to collect such overflow" to the end of this section?

Response: Yes, the Town will permit this change as part of the Final Collection Service Agreement.

3.02.3.1 ...Charges will appear on the Service Recipient's next billing statement submitted to the TOWN.

- b. Question: Will the Town permit changing the word "TOWN" to "Service Recipient"?

Response: Yes, the Town will permit this change as part of the Final Collection Service Agreement.

3.02.3.2. CONTRACTOR shall maintain copies of the Non-Collection notices during the term of this Agreement.

- c. Question: Can this requirement be changed to five (5) years?

Response: Yes, five (5) years is acceptable.

45. Article 3 Section 3.11 (Draft Agreement pp. 21)

3.11.1 Carts and Bins shall have non-removable instructions for proper usage and images of the material type to be accepted in each collection Cart and Bin.

Question: Will the Town permit stickers displaying images of acceptable materials to be adhered to Carts and Bins, while the unique identification number, Contractor's phone number, and proper usage instruction will be hot-stamped or embossed?

Response: Yes. Please see response to Question 8.

46. Article 3 Section 3.11.6 (Draft Agreement pp. 22)

Purchase and Distribution of Carts and Bins. The CONTRACTOR shall be responsible for the purchase and distribution of Carts and Bins to Service Units in the Service Area and to new Service Units that are added to CONTRACTOR'S Service Area during the term of this Agreement. The distribution of Carts and Bins shall be completed within one (1) Work Day of receipt of notification from the TOWN or the Service Unit.

Question: To increase operational efficiencies and minimize the carbon footprint of cart delivery, will the Town permit a distribution timeframe for new Service Units to receive their carts within either three (3) business days or prior to their first scheduled pick-up day, so long as they have established their account no fewer than 24-hours in advance of their first scheduled collection time, whichever is sooner? For example, a new Service Unit that is routed for Wednesday morning around 10am would be required to have established their account before Tuesday at 10am in order to receive their carts prior to their first service day. If their account is established on Tuesday after 10am, then the Contractor would deliver their carts on or before Friday.

Response: Yes, the Town will make this revision and include language as part of the Final Collection Service Agreement.

47. Article 3 Section 3.15.5 (Draft Agreement pp. 25)

3.15.5 Material Recovery Facility. All Recyclable Material collected as a result of performing Recycling Collection Services shall be delivered to a legally permitted Material Recovery Facility (MRF) as listed in Exhibit 5.

Question: If it is permissible for the Contractor to transfer Recyclable Material at a transfer station prior to delivery to a legally permitted MRF, can the Town amend this section to include the indication that Recyclable Material can be delivered to a legally permitted transfer station for delivery to a legally permitted MRF?

Response: Yes, the Town will make this revision and include language as part of the Final Collection Service Agreement.

48. Article 4 Section 4.01.1.1 (Draft Agreement pp. 28)

SFD Service Units. CONTRACTOR shall produce an invoice for SFD Service Units, in a form and format that is approved by the Town Representative, for services to be received under this Agreement in advance no less than four (4) times up to six (6) times per Agreement Year. The specific frequency of SFD Service Unit invoices will be agreed upon between TOWN and CONTRACTOR (i.e. two (2) or three (3) month billing cycle). CONTRACTOR'S invoice shall be remitted to the Service Recipient no later than the tenth (10) day of the month proceeding the period for which service is being billed.

Question: Will the Town allow for Proposers to propose an alternate billing frequency for SFD Service Units, wherein the invoices for the period would be sent out on the first day of that period?

Response: Only on a 2-month billing cycle.

49. Article 4 Section 4.04.7.3 (Draft Agreement pp. 31)

Reimbursement for RRI Rate Adjustment. CONTRACTOR shall reimburse the TOWN for all costs associated with the TOWN's review of CONTRACTOR'S RRI rate application.

Question: Will the Town permit the addition of the word "reasonable and customary" between "all" and "costs?"

Response: Yes, the Town will make this revision and include language as part of the Final Collection Service Agreement.

50. Article 10 Section 10.05 (Draft Agreement pp. 40)

CONTRACTOR shall provide Collection Services at two (2) Community Clean-up Events as requested by TOWN. Each event shall operate on a Friday, Saturday and Sunday between the hours of 8:00am and 3:00 pm at a location selected by the Town and shall be limited to SFD and MFD Service Recipients.

Question: Can the Town please confirm that the Contractor will be required to provide 6 full days of clean-up events?

Response: Yes, the Town confirms that the Contractor will be required to provide 6 full days of clean-up events.

51. Article 13 Section 13.02 (Draft Agreement pp. 48)

CONTRACTOR'S Office. CONTRACTOR shall maintain an office in Sonoma County that provides walk-in and telephone access using a local number to Service Recipients, residents and businesses of the Town and is staffed by trained and experienced Customer Service Representatives (CSRs).

Question: Is it permissible for the Contractor to have an office in Sonoma County to accept walk-ins, but a customer service office that can be reached using a local telephone number outside of Sonoma County?

Response: Yes.

52. Article 19 Liquidated Damages Table (Draft Agreement pp. 59)

Item: Failure to complete at least ninety percent (90%) of each route on the regular scheduled collection Work Day, or failure to complete at least ninety percent (90%) of each route on the regular scheduled Street Sweeping Service Work Day.

Amount if not cured: \$1,000.00 for each route not completed. Cannot be cured.

Question: Will the Town amend this item to include "notwithstanding acts of God?"

Response: Yes, the Town will make this revision and include language as part of the Final Collection Service Agreement.

53. Article 22 Insurance Section 22.02 (Draft Agreement pp. 65)

Question: Can the \$10,000,000 minimum insurance limits be covered partially by an excess liability policy?

Response: This would be considered as an exception to the franchised requirements and should be noted in Contractor's response as well as the specific language change requested and a rationale why this is needed. The Town's risk manager and attorney will make a final decision as to the acceptability of the requested change.

Questions Received October 3, 2016 at 3:28 p.m.:

54. The definition of food waste (Draft Agreement Section 1.42 (page 11)) includes stable matter and food packaging—which are not foods and could set an unfavorable precedent given emergent technologies managing the various organics substrates for higher and better uses. Will the Town consider removing these two items from the definition of "food waste" and placing them in another category, such as "organics" or "compostables" (the later not yet defined in this Agreement)?

Response: Yes, the Town will make this revision and include these items as “organics” as part of the Final Collection Service Agreement

55. Draft Agreement Section 3.15.6.1.1 (page 26) speaks to Town direction of large items to designated site(s) for the purpose of permitting persons who will reuse such large items to obtain them at no cost. Is the Town considering securing a staging area and providing oversight of such a program?

Response: No.

56. The RFP states on page 13, Article 2.4.4 that temporary and permanent debris box and roll-off services are provided to businesses and residents on an as-needed basis by three non-exclusive franchise haulers. On page 18 roll-off sizes are indicated in the Overview of Base Services. Roll-off containers are also included in the Forms K-2 and K-3 (MFD and Commercial rates). We believe that the information included on page 13 is incorrect, and that permanent roll-off boxes are exclusive to the franchise hauler, and temporary debris boxes fall into the non-exclusive category as is more standard in the industry. Please clarify.

Response: Yes, information on page 13 of the RFP is not completely correct. Only permanent roll-off boxes are included as part of this RFP process.

57. Will the Town please share its process for evaluating rate proposals?

Response: Rate proposals will be evaluated on a comparative basis.

58. What financial consideration will the Town allot to companies proposing alternative fuel vehicles?

Response: No “bonus” points will be provided as part of the rate proposal. However, as part of the evaluation of Technical Approach and Sustainability Programs, evaluators may assign higher points on factors such as alternative fuel vehicles.

59. Diversion rates and recycling rates have very different definitions according to CalRecycle. A diversion rate will be higher due to the inclusion of other items. Recycling is lower because it is only tonnage in and tonnage by material stream: organics, recycling, and garbage. In light of the SCWMA’s 70% diversion goal and these terms that are often used interchangeably, please clarify the Town’s goals and expectations.

Response: The Contractor will be held accountable to tonnage collected under the terms of the franchise agreement. The diversion rate will be calculated as the tons of materials collected by the Contractor from the provision of Collection Services in the Town that are delivered to the Materials Recovery Facility, Organic Waste Processing Facility, or any other processing facility approved by the Town, or that are otherwise handled in a manner that counts as diversion under applicable CalRecycle regulations (in each case, net of all residue from processing), divided by the total tons of materials collected in the Service Area by the Contractor. Please see Article 5 of the Draft Collection Service Agreement for more information.

60. Throughout the RFP and various reports and presentations, it is stated that the SCWMA is working to extend its JPA agreement as well as develop system-wide organics processing capacity. Will the SCWMA at any point during the term of the Windsor Agreement flow control organic materials to a designated facility? If so, how will the cost component of rates associated with organics processing be treated?

Response: This type of change initiated by the Town would fall under Section 24.09 in the draft Collection Service Contract. The Town will have to agree to any such future flow

control agreement with the SCWMA. If this were to occur, and it impact's Contractor's rates, Contractor would be entitled to additional compensation. It is expected that the impact would be on the Organic Waste Processing Element

Questions Received October 3, 2016 at 3:45 p.m.:

61. Revenue from the sale of recyclables and California redemption fees. Are these subject to franchise fees?

Response: No. Please refer to Section 4.07.1 of the Draft Collection Service Agreement for more information.

62. Diversion goals. Given the consistent decrease in recyclable materials, the lighter weight of packaging materials and residential and commercial customers diverting materials outside of the franchise agreement would the council consider reducing the diversion goal from 50% to 45%? Examples, backyard composting, chain stores such as Safeway, Costco, Target and others that back haul diversion material such as OCC and food waste. All of these are good diversion programs yet they reduce the amount of diversion that the franchised hauler can count.

Response: The minimum diversion requirement is 50%. Please see response to question 59.

63. In the current agreement with Windsor Refuse and Recycling there are GVWR and number of axle limits for vehicles. Are there vehicle GVWR and/or axle limitations in the upcoming agreement?

Response: No, the Contractor is to comply with State and Federal vehicle weight limitations.

64. 3.07.7, 3.07.8, and 3.07.9 of the current franchise agreement allow for the Town to take ownership of carts, bins, and/or debris boxes in possession of service recipients. Has the town decided whether they will exercise their option to take possession of carts, bins and/or debris boxes?

Response: The Town is concerned about the condition and uniformity of the current carts, as well as with the practicality of relabeling or applying stickers to them. However, at this time the Town has not concluded if it will take possession or ownership of the existing carts from Windsor Refuse & Recycling, Inc. and is not requiring new carts to be placed in service at the start of the new agreement.

PLEASE NOTE THAT AS SPECIFIED IN THE CURRENT AGREEMENT BETWEEN THE TOWN AND WR&R, ONLY THE EXISTING CARTS ARE SUBJECT TO THIS PROVISION.

65. Under what conditions will the Town exercise its right to a rate review? What is the intention of this right since the initial rates are set by competitive Proposal and the annual adjustments are by formula? How strongly does the Town feel about limiting proposers to a 10% profit margin considering the risks involved in this agreement? Will the Town allow the selected collector the right to a rate review also?

Response: During the current franchise term, the Town has never conducted a detailed rate review and does not intend to conduct a detailed rare review during the next 10 year term. However the Town desires to retain the right to do so for the unlikely event that changes in law or other monetary changes such as inflation cause significant rate increases and a correction to rates is needed.

The Town will not entertain the ability for the waste hauler to request a rate review, except under a change in law or if the Town has requested service changes.

Given that a change in the operating ratio is considered an exception to the Draft Collection Service Agreement, if any such a change is being requested, this has to be included as part of your proposal or it will not be considered.

66. Since the recycling revenue and recycling processing costs are not driven by the same dynamics, will the Town allow separate elements for Recycling Processing Costs and Recycling Revenue? If so, can the Recycling Revenue adjustments reflect the OBM Index and the Processing Costs reflect the RRI or CPI?

Response: Yes, the Town agrees to modify the Recycling Revenue adjustment to reflect the OBM Index and the Processing Cost to reflect the RRI. Language in the Final Collection Service Agreement will be modified to reflect this revision.

67. Since Disposal and Organics Rates are set on April 1 and the Agreement contemplates rates being adjusted on October 1, will the Town allow a retroactive adjustment to capture the 6 months of escaped rate adjustments?

Response: Please see response to question 38.

68. If there is a material change in law, may the Contractor request a full rate review of all operating costs? Why is the Contractor not allowed the first \$50,000 of additional costs from a change in law?

Response: The first \$50,000 of additional costs for reviewing a Material Change in Law is an exception because this cost is lower than the cost to conduct a detailed rate review. If the cost is higher than \$50,000, the Contractor may request additional compensation specifically tied to the change in law, but not for all operating costs.

69. If the section 4.07.2 Proposal Development Fee exceeds \$125,000, will the Contractor be allowed to recover the excess costs in the next rate cycle? If not, will the contractor be notified before the proposals are due?

Response: No. Given the estimated 10-year revenue associated with the new agreement will likely exceed \$50 million, at the upper extreme the additional cost associated with this complex procurement is less than .025% of the total costs.

Clarification Requested by Republic Services October 7, 2016

70. Republic Services has requested that the Town indicate that the compensation provided by Republic to the Town's franchised hauler is "still under discussion" negotiation and proposers should submit their rate proposal with no compensation provided by Republic for residential and commercial food waste program or the dry commercial mixed waste program. Republic indicated in its October 7, 2016 letter that the current compensation provided to the Ratto Group for these programs is \$3.60 per ton, but this is measured on a "county-wide basis" and not necessarily specific to one municipality over another.

Response: As indicated in the RFP, the specific amount of compensation to be provided by Republic for these programs is under discussion. Accordingly, proposer should not assume any compensation paid by Republic for either the residential and commercial food waste program, or for the commercial dry mixed waste program. However, as the amount of compensation to be paid by Republic for these programs is clarified, final customer rates may need to be adjusted to reflect compensation to be paid by Republic.

Town of Windsor

**Request for Proposals for Residential and Commercial Garbage, Recyclable Material and Organic
Waste Collection Services**

Addendum No. 4

October 10, 2016

Additional Information:

1. Revised Exhibit 4 is attached to this addendum as Attachment 1.
2. Customer service levels are included as Attachment 2.

**NOTE THAT THE TOWN CAN NOT VERIFY THIS INFORMATION CONTAINED IN ATTACHMENT 1 AND 2
AND DOES NOT WARRANTY THE ACCURACY OF THIS INFORMATION.**

ATTACHMENT 1

Exhibit 4 (Revised 10/6/2016)	
Town of Windsor, CA TOWN SERVICE UNITS	
The following are the facilities that shall receive free Collection Services.	
Facility/Building/Agency/Park	Estimated Service Level
1. Town of Windsor	
Windsor Regional Library 9291 Old Redwood Hwy, Building 100	1-3 yard 1x/week garbage 1-3 yard 1x/week recycle 1-95 gallon 1x/week recycle
Huerta Gym 9291 Old Redwood Hwy Building 200	1-4 yard 2x/week garbage 1-4 yard 1x/week recycle
Police Department 9291 Old Redwood Hwy, Building 300	1-3 yard 2x/week garbage 1-3 yard 1x/week recycle
Administrative Offices, 9291 Old Redwood Hwy, Building 300	1-95 gallon 1x/week garbage 1-95 gallon 1x/week recycle 1-95 gallon 1x/week organic
Town Hall 9291 Old Redwood Hwy, Building 400	1-4 yard 2x/week garbage 1-4 yard 1x/week recycle 2-95 gallon 1x/week recycle 2-32 gallon 1x/week recycle
9291 Old Redwood Hwy, Building 500	Shared with Building 400 2-95 gallon 1x/week recycle
Public Works Department/ Windsor Corporation Yard 8400 Windsor Road	1-4 yard 2x/week garbage (shops) 1-4 yard 2x/week recycle (shops) 1-3 yard 2x/week garbage (office) 1-3 yard 2x/week recycle (office) 1-3 yard 1x/week garbage (wastewater) 1-3 yard 1x/week recycle (wastewater) 1-3 yard 3x/week grit (wastewater) 1-3 yard 3x/week rag (wastewater)
1240 Mitchell Lane	1-20 yard 1x/week cement 1-20 yard 1x/week dirt
Windsor River Road	8-32 gallon 3x/week garbage
Downtown Business District	17-32 gallon 3x/week garbage

ATTACHMENT 2

TABLE 2 SERVICE DATA (For Calendar Year 2015)	
RECYCLING ACCOUNTS	
RESIDENTIAL SINGLE-FAMILY DWELLING (SFD) ACCOUNTS	No. Service Recipients
Average annual 32-gallon Residential Cart Service Recipients	18
Average annual 64-68-gallon Residential Cart Service Recipients	26
Average annual 95-gallon Residential Cart Service Recipients	6,943
Average annual 1-CY Bin Residential Bin Service Recipients	1
TOTAL SFD RECYCLING ACCOUNTS	6,988
RESIDENTIAL MULTI-FAMILY DWELLING (MFD) ACCOUNTS	No. Service Recipients
Average annual 95-gallon Residential Cart Service Recipients	7
Average annual 2-CY Residential Cart Service Recipients	4
Average annual 3-CY Residential Cart Service Recipients	10
Average annual 4-CY Residential Cart Service Recipients	10
TOTAL MFD RECYCLING ACCOUNTS	31
COMMERCIAL ACCOUNTS	No. Service Recipients
Average annual 95-gallon Commercial Cart Service Recipients	73
Average annual 1-CY Bin Commercial Bin Service Recipients	2
Average annual 1.5-CY Bin Commercial Bin Service Recipients	7
Average annual 2-CY Bin Commercial Bin Service Recipients	33
Average annual 3-CY Bin Commercial Bin Service Recipients	46
Average annual 4-CY Bin Commercial Bin Service Recipients	71
Average annual 6-CY Bin Commercial Bin Service Recipients	10
TOTAL COMMERCIAL RECYCLING ACCOUNTS	242
ORGANIC WASTE ACCOUNTS	
RESIDENTIAL SINGLE-FAMILY DWELLING (SFD) ACCOUNTS	No. Service Recipients
Average annual 32-gallon Residential Cart Service Recipients	1
Average annual 64-68-gallon Residential Cart Service Recipients	6
Average annual 95-gallon Residential Cart Service Recipients	6,931
TOTAL SFD ORGANIC WASTE ACCOUNTS	6,938

TABLE 2 SERVICE DATA (For Calendar Year 2015)	
RESIDENTIAL MULTI-FAMILY DWELLING (MFD) ACCOUNTS	
Average annual 95-gallon Residential Cart Service Recipients	5
TOTAL MFD ORGANIC WASTE ACCOUNTS	
5	
COMMERCIAL ACCOUNTS	
No. Service Recipients	
Average annual 64-gallon Commercial Cart Service Recipients (FOOD SCRAPS)	4
Average annual 2-CY Bin Commercial Bin Service Recipients (FOOD SCRAPS)	1
Average annual 95-gallon Commercial Cart Service Recipients	15
TOTAL COMMERCIAL ORGANIC WASTE ACCOUNTS	
19	
ROLL-OFF ACCOUNTS	
COMMERCIAL ACCOUNTS	
No. Service Recipients	
20-CY COMPACTOR	2
40-CY COMPACTOR	1
COMPACTOR (SIZE UNKNOWN)	1
TOTAL ROLL-OFF ACCOUNTS	
4	