

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

Addendum No. 9

May 1, 2017

From: TOWN OF WINDSOR

To: COMPANIES THAT SUBMITTED PROPOSALS

ADDENDUM NO. 9: Proposal Commitment Extension and Assurances

Notice is hereby given that this Addendum No. 9 is provided to the companies that submitted proposals to the Town's Request for Proposals (RFP) for the above-referenced matter and shall be subject to all applicable requirements thereunder, as if originally shown and/or specified.

Notice is hereby given that the following companies submitted responses to the Town's RFP on the above-referenced matter:

- C&S Waste Solutions of California, Inc.;
- Green Waste Recovery, Inc.;
- Sonoma County Resource Recovery, LLC.;
- USA Waste of California, Inc.; and
- Windsor Refuse and Recycling, LLC.

All Proposers are required to sign and submit this page of this Addendum No. 9, and required to submit written and electronic responses as specified on the following page of this Addendum No. 9 by Thursday, May 4, 2017 by 4:00 p.m. PDT to:

**Kristina Owens
Town of Windsor
9291 Old Redwood Hwy #300A, PO Box 100
Windsor, CA 95492
e-mail at kowens@townofwindsor.com**

Thank you for your participation,
**Kristina Owens
Town of Windsor**

ADDENDUM NO. 9

DATED: May 1, 2017

COMPANY / AGENCY NAME: _____

COMPANY ADDRESS: _____

REPRESENTATIVE'S NAME: _____

SIGNATURE: _____

DATE: _____

On March 17, 2017, as a pre-condition to enter into negotiations with the Town, both GreenWaste Recovery, Inc. and Sonoma County Resource Recovery, LLC. were required to and accepted the following:

- *Updated proposal bond letter from bank to a maximum or total of \$150,000 (can be an additional bond of \$100,000, or a replacement bond of \$150,000);*
- *Acknowledgement and agreement to increase franchise assignment payment (with language to be changed in the final Collection Service Agreement (CSA)) to \$1,000,000 for any assignment of the contract; to remain in place until the end of Year 2, and reduced to amounts as below:*
 - *Agreement Years 1 – 5 = \$1,000,000*
 - *Agreement Year 6 = \$800,000*
 - *Agreement Year 7 = \$ 550,000*
 - *Agreement Year 8 = \$300,000*
 - *Agreement Years 9 & 10 = \$100,000*
- *Acknowledgment and agreement to increase proposal validity to 210 days*

On April 19, 2017, at the regular scheduled Council meeting, Town Council did not take action on awarding a new CSA. The Town has determined that if any or all of the five companies as listed on page 1 of this Addendum No. 9 wish to continue to participate in the Town's RFP process, the company must agree to all of the following, items 1 - 3. Failure to agree without modification will result in immediate disqualification from the Town's RFP process and award of a Collection Service Agreement.

1. Extension of Proposal Obligation and Validity:

The Town hereby requires Proposers to extend the Proposal Obligation and Validity time from 180 days after opening of the proposals on November 21, 2016 to **July 31, 2017**. Please refer to Section 3.18 of the RFP, lines 1269 – 1272, and Form L Pass/Fail Requirements.

2. Increase Proposal Bond Amount:

The Proposal Bond shall increase from \$50,000 to **\$150,000**. Proposers must do one of the following:

- a) Submit a new Proposal Bond in conformance with Section 3.15 of the RFP (proposal bond issued by a surety company licensed to do business in the state of California, or a cashier's or certified check issued by a bank) in the amount of \$150,000 and the Town will return the original Proposal Bond, or
- b) Submit an additional Proposal Bond in conformance with Section 3.15 of the RFP (proposal bond issued by a surety company licensed to do business in the state of California, or a cashier's or certified check issued by a bank) in the amount of \$100,000 and the Town will retain the original Proposal Bond.

3. Increase in Assignment Requirements:

The following has been added to “**Article 32. Assignment**” of the CSA:

32.01.3 In the event that the Town agrees to assignment of this Agreement to a qualified service provider, CONTRACTOR shall make payment to the TOWN in an amount as follows:

32.01.3.1 **One Million Dollars (\$1,000,000.00)** if assignment is between made between the Effective Date and September 30, 2022;

32.01.3.2 **Eight Hundred Thousand Dollars (\$800,000.00)** if assignment is made between October 1, 2022 and September 30, 2023;

32.01.3.3 **Five Hundred Fifty Thousand Dollars (\$550,000.00)** if assignment is made between October 1, 2023 and September 30, 2024;

32.01.3.4 **Four Hundred Thousand Dollars (\$300,000.00)** if assignment is made between October 1, 2024 and September 30, 2025; and

32.01.3.5 **One Hundred Thousand Dollars (\$100,000.00)** is assignment is made between October 1, 2025 and September 30, 2027.

32.01.3.6 Payment will be made within thirty (30) days of TOWN'S consent to assignment, and if full payment is not made then any such assignment shall be null and void.

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