

City Response to Questions Received from Collection Services RFP Eligible Proposers

November 7, 2012

#	Citation	Page #	Line #	Proposer Question	City Response
1	RFP 3.3.2.5	3-22		<p>Section 3.3.2.5 - Mixed Materials and Organics Collection Services Technical Proposal will be attached as Exhibits. Is there an additional requirement to appendices Customer Svc separately?</p> <p><i>G. Fitzgerald: What is the Question?</i></p> <p>Republic Services has options on where it can house its customer service department. If housed separately from the hauling operation, is there a requirement to report on it as a separate exhibit?</p>	<p>Collection Services RFP Section 3.3.2.5.4 requires proposers to submit a Customer Service Plan that includes information on the proposed call center and business office. The Customer Service Plan would be appended to the MM&O Collection Services Contact as Exhibit 9. These same provisions would apply regardless of the call center location. Please note that per Collection Services RFP Section 3.1.14 (Call Center), all MMO proposals must include a customer service call center located in Alameda County. Alternate proposals may include a call center located outside Alameda County.</p>
2	RFP Form 12s	3-59 through 3-66		<p>Are the "Per Ton Processing fee (by material type)" to include all costs associated with the local facility handling, processing, transfer and final facility processing costs of material or only the cost of the final processing facility?</p>	<p>The "Per Ton Processing fee (by material type)" on Form 12A, 12B and 12C should include all costs associated with processing at the named facility site, <u>including</u> residual disposal costs. The "Per Ton transfer fee (by material type)" on Form 12D should include all costs associated with processing at the named facility site, <u>excluding</u> disposal tip fee. Attached to this Addendum are revised MM&O Collection Services Forms 12A, 12B and 12C, which add to section 6 a "Per Ton Processing Fee" fill-in field for each Material Type and delete section 10.</p>
3	RFP Form 12s	3-59		<p>How will Form 12A, 12B, 12C and 12D be included in the RRI calculation?</p>	<p>The RRI will be used to adjust maximum service rates submitted on Form 2. All processing and transfer costs provided on Form 12A, 12B, 12C and</p>

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					12D will be included in the "All Other" Category of the RRI. MMO Contract Exhibit 2 (Refuse Rate Index) has been revised as an attachment to this Addendum to (a) eliminate the category "Mixed Waste Processing"; and (b) include processing and transfer costs in the "All Other" category.
4				The RRI calculation includes the change in rate at the mixed processing facility. Is this intended to be one rate for all MM and O material at the facility? How will the Cost Form 12s which identify multiple facilities be included in this calculation?	As is explained in the response to question 3 above, the RRI has been modified to eliminate the category "Mixed Waste Processing." In the event the proposed MM&O facility has multiple rates for various materials please list those rates by material type. The information on the cost form 12's will not be used in the RRI calculation. Instead, as explained in the response to question 3 above, the costs of processing will be included in the "All Other" category along with various other expenses as described in the revised MMO Contract Exhibit 2 attached to this Addendum.
5				Does the City intend to conduct a Proposition 218 notice/hearing/protest process with regard to the rates charged to customers under the MM&O, RR and disposal contracts?	The City will follow the law as it develops, and at this time does not plan to conduct a Proposition 218 process.
6	RFP Sec. 3.3.2.5.6	3-26		Who will be the generator of record for the household hazardous waste collected as part of the curbside service?	The City would be the generator of record, consistent with CA HSC Sec. 25218-25218.13.
7	Article 7	1108 and 1131	7.04 and 7.05	In the interest of evening out call volumes so as to provide better customer service would it be possible to bill half of the SFD/MFD customer base for two months in advance in July and the other half for two months in advance in August? (This group would need to be billed	The City would not consider allowing the Contractor to invoice half of SFD customers in July and the other half in August. Per Section 7.05, MFD customers are to be invoiced not less than monthly.

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				the first time in July 2015 in advance for just the month of July).	
8				<p>What is the Contractor's remedy to address for contamination in loads?</p> <p><i>G. Fitzgerald: Please provide a citation for "load," i.e. a section in one of the 3 contracts, or in either part of the RFP. In addition, provide clarifying context such as material types (e.g., organics, recyclables, mixed materials), the types of contamination (e.g., hazardous, non-hazardous), the generators (e.g., SFD, Commercial).</i></p> <p>WMAC is aware that Section 6.12 of the RR contract provides that "in the event the Recyclable Materials and Mixed Materials or Organics are commingled to the extent that they cannot easily be separated by CONTRACTOR, or the nature of the Mixed Materials renders the entire Recycling Cart or Bin contaminated, CONTRACTOR will leave the Recycling Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials." Please confirm that that WMAC would be able to tag and leave uncollected those Recycling Carts and Bins which contain unacceptable levels of Mixed Materials and/or Organics.</p>	<p>Yes, the RR Contractor would be allowed to tag and leave uncollected Recycling Carts and Bins that contain unacceptable levels of Mixed Materials and/or Organics. Please refer to Addendum 8 for clarification of Contractor remedies for contamination related to Commercial Non-Exclusive Recycling services.</p>

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9				<p>a) Will the contractor be allowed to adjust their diversion plan if the method to calculate the tonnage of finished product and residue is not approved by the city?</p> <p>G. Fitzgerald: <i>By "diversion plan" in your question above are you referring to the Minimum Annual Diversion Requirements, which are to be set forth in Exhibit 8, Table A, as described in Section 8.01? Or are you referring to RFP Section 3.3.2.5.3 Diversion Plan? Please provide clarification or additional information to help us address.</i></p> <p>Both.</p> <p>G. Fitzgerald: <i>Is your concern with the quantification of Residue and finished Processed Material, or the definition of Residue and Disposal?</i></p> <p>I understand the definition of residue and disposal I would like clarification on the quantification of residue and processed material as my concern is with understanding at what point is the proposer responsible for reporting residue. To this end I have submitted to examples of where I need clarity and would appreciate your direct answer to the examples and reasoning behind that answers.</p> <p>Example (1) proposer processes MFD mixed material and recovers X tons of organic material that is delivered to EBMUD to be digested. Is X the number of finished processed material that is diverted? Or is it X - Y (a calculated residual number of the EBMUD facility)? Furthermore, if the city doesn't agree that the residual should be Y, but instead Z would the proposer be able to change their diversion calculations (both Exhibit 8 Table A and RFP section 3.3.2.5.3 diversion plan)?</p>	<p>a) No, adjustment of the diversion plan will not be allowed, because award of MM&O Contract will be based, in part, on evaluation of the Minimum Annual Diversion Requirements and the Diversion Plan as submitted in the proposal. The City has refrained from prescribing a calculation method in 8.04.1, to allow the Contractor to propose efficient, reasonable methods that balance the City's interest in bona fide diversion with operational conditions at processing facilities. The City anticipates that City and Contractor will work together to establish a suitable method.</p> <p>In Example (1), if all of X is digested and all of the remaining digestate solids meet the definition of 1.41 Diversion, then Diversion tonnage would equal X. Because EBMUD is unlike traditional consumers of Processed material from municipal collection services (such as pulp mills, beneficiation plants or compost facilities), and because the digestate solids currently produced by EBMUD would not met the definition of 1.41</p>

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				<p>Example (2) we collect X tons SFD organics and deliver it to our facility where it is transferred and hauled to a composting facility. Is the number of finished processed material that delivered to the facility or to X-Y (a calculated residual number for the overall facility a portion there of allocated to Oakland)</p> <p>b) How does the City anticipate accounting for treated lumber?</p>	<p>Diversion, a proposer who proposes to use EBMUD as a processing facility, should include detailed information in its Diversion Plan describing how Diversion is achieved, including any relevant calculations of Diversion and Residue. The City will have the opportunity to ask clarifying questions during proposal evaluations to complete its evaluation of the Diversion Plan. This is also true of any proposal that includes an anaerobic digestion component.</p> <p>In Example (2) Diversion would equal X minus Y where Y conforms to MM&O Contract section 8.04.1, which may include “a calculated residual number for the overall facility a portion there of allocated to Oakland”.</p> <p>b) Disposal and Diversion are defined in Sections 1.38 and 1.41. All materials collected and processed under the MM&O Contract shall be subject to Sections 1.38 and 1.41. Disposal and Diversion of collected and processed materials shall be measured accordingly. Treated Wood Waste (TWW) is included in Section 1.51 Hazardous Waste, which is not supposed to be Collected under this Contract. However, should the Contractor inadvertently Collect TWW, and be able to quantify the tonnage of TWW, Contractor may request that tonnage be excluded from the calculation of Annual Diversion.</p>

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10				<p>What is the framework for the enforcement of the franchise?</p> <p><i>G. Fitzgerald: From City: Please clarify to which of the three franchises this question [10c] applies, and which aspects of the franchise(s) the question is intended to address.</i></p> <p>WMAC is concerned that substantial poaching is taking place under its current Oakland franchise agreement. Commercial generators are contracting with non-franchisee haulers to collect Mixed Materials (under the draft MM&O contract definition), which is exclusive to WMAC under its franchise with the City, under the guise that such materials are Recyclables or Construction Debris, which is open market. Consequently, significant volumes of Oakland Solid Waste are leaving Alameda County outside of the franchise system. WMAC has repeatedly raised this issue with the City. WMAC’s attempts to document poaching is typically met with resistance, and even threats of violence, from generators.</p> <p>An impact of poaching is that one cannot accurately determine solid waste volumes if not all collectors are reporting. From the new MM&O franchisee’s perspective, continued poaching could be the difference in making a profit, especially given the fact that the City’s \$25 million franchise fee is fixed, and not based on revenue.</p> <p>In light of the above, WMAC believes the MM&O and RR contracts need to be modified to address poaching. Section 27.01 of the RR contract/MM&O contract states:</p>	<p>Construction and Demolition (C&D) hauling is not part of this RFP. The incidence of “poaching” of C&D materials is moot. In addition, currently, Commercial Organic Materials are considered “recyclables” and collection may be provided by open-market recyclers. However, Commercial Organic Materials Collection will become exclusively franchised under the MM&O contract and unlawful collection of contaminated Commercial Organics, would also become moot.</p> <p>The City is aware that illegal hauling occurs in Oakland, and encourages the proposers to conduct their own investigations into the incidence of such hauling in the preparation of their cost proposals to fully understand the conditions they might face in providing services through the Contracts. In the past four years, the franchisee has notified the City of only 12 incidents of third-parties hauling franchised materials. In 2010, with support from the City, the franchisee was successful in enforcing its exclusive franchise rights against encroachment by an organics service provider who was hauling mixed materials from a major grocery store chain, the only case of such violation known to the City. Last, the City is not aware of any threats of violence from generators against the franchisee, in reaction to franchisee’s enforcement of its rights.</p> <p>The City is deeply concerned with illegal dumping and the role illicit haulers play in that problem. The Zero Waste System Design approved by Council is intended to assist in reducing illegal dumping by regulating open market commercial</p>

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				<p>CITY will make reasonable good faith effort to prevent infringement by third parties of the rights granted to CONTRACTOR under this Contract. When CITY determines in its sole discretion that there are infringements, CITY shall take such actions as it deems reasonable to prevent the infringement, potentially including legal actions. If requested by CITY, CONTRACTOR shall, with counsel reasonably acceptable to CITY, assume the prosecution necessary to enforce such rights, and, shall defend, with counsel approved by CITY, indemnify and hold harmless CITY, its employees and officials, against any and all claims arising out of CITY'S performance under this Article 27. CITY will reasonably cooperate with CONTRACTOR in prosecuting and defending its exclusive Contract rights. CONTRACTOR shall reimburse CITY within thirty (30) days of receipt of an invoice, for all actual, reasonable cost associated with defense of Contract rights (including, but not limited to, CITY staff and CITY Attorney time, including applicable CITY overhead allocations, and outside consultants, including attorney fees and costs). Notwithstanding anything to the contrary contained in this Contract, CONTRACTOR shall defend with counsel approved by CITY, indemnify and hold harmless CITY, its employees and officials, against any and all claims to challenge, annul, void, set-aside or invalidate CITY'S award of this Contract or its performance thereunder.</p> <p>Please explain how the Contractor would "assume the prosecution necessary to enforce such rights." What kind of powers would the Contractor have to investigate</p>	<p>recyclers, and creating a non-exclusive franchise system for haulers of Construction and Demolition debris. The City will be amending the municipal code to address Construction and Demolition debris hauling and open-market recycling services consistent with the Zero Waste System Design. This exercise will include consideration of effective methods for municipal code enforcement. Proposers may suggest alternatives to the enforcement of franchise rights that are described in Section 27.01 of the RR and MM&O Contracts.</p>

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				and prosecute poaching? As stated above, we feel it necessary that the City become more active in investigating and enforcing poaching violations. Delegation of certain civil enforcement rights to the MM&O contractor would not be as effective as the City's Code enforcement powers.	
11	MM&O Contract 7.01.1.1	25-26	1089-1093	Section 7.01.1 states that service fees shall be adjusted each July 1 st to account for changes in then government fees that are required to be paid by Contractor. If the new governmental fee, or an increase in fees, occurs January 1 st , what is the retroactive rate adjustment mechanism to ensure Contractor is compensated for the higher fees six months imposed before rates are adjusted?	The City will Amend MM&O Contract Section 7.01.1.1 to account for changes in government fees that occur between the July 1 annual rate adjustments, to ensure that Contractor is appropriately compensated for such government fee adjustments.
12	RFP sec. 2			For litter containers, please provide locations, size, quantities, and frequency of collection (e.g., multiple times per day).	The City provided a full list of street litter containers in Addendum 3. All the containers on the list are serviced daily Monday through Friday. In addition, the City will require the MM&O Contractor to service about 800 street litter containers once on Saturday and once on Sunday. The City requests that proposers provide a plan for servicing street litter containers on weekends, in a manner that optimizes cleanliness of City streets and maximizes collection efficiency. In addition, Proposers should provide a unit rate for this service. City will amend the cost form for this information.

13			<p>How will the City enforce the rights of the selected non-exclusive provider? What portion of franchise fees will be applied for enforcement?</p> <p>G. Fitzgerald: <i>Please clarify specifically to what "rights" does the question refer? What kind of activities or actions do you think might require enforcement?</i></p> <p>WMAC has a concern about poaching and would like to know the City's plans regarding enforcement. As you can tell from our question 30, WMAC is unclear on how the non-exclusive commercial recycling system will work. We assume there will be a system with one or more recyclers authorized by the City to collect commercial recyclable material. We also assume there would be City regulations imposed on those authorized recyclers and, unfortunately, poachers seeking to avoid such regulations. As we mentioned last week, WMAC believes there are several "recyclers" operating in Oakland who illegally collect Solid Waste. What will the City do to ensure (i) all commercial recyclers obtain necessary the "non-exclusive commercial recycler" license/permit, and (ii) that such entities collect only that which they are authorized to collect (i.e., commercial recyclable material, and not Solid Waste)?</p>	<p>Please refer to Addendum 8 for clarification of the Commercial Non-Exclusive Recycling services that are described in the RFP, including Contractor remedies for contamination.</p> <p>Regarding the City's regulation of open-market services, it is the City's expectation that recyclers who are currently operating in Oakland with appropriate business licenses, will continue to operate under any new regulations developed by the City. The City will be amending the municipal code to address Construction and Demolition debris hauling and open-market recycling services consistent with the Zero Waste system design approved by City Council. This exercise will include consideration of effective methods for enforcement.</p> <p>Regarding franchisee fee allocation, please see response on Line 18 of Addendum 5.</p>
14			<p>Current recycling language could result in the poaching the dry portion of the waste materials from the exclusive franchise rights of the provider if there is no enforcement of the requirements for material source separation. How will the City enforce encroachment of non-payers into the franchise system who invoice for recycling and are really picking off waste loads and avoiding revenue owed the City?</p> <p>G. Fitzgerald: <i>Please provide a citation for "load," i.e. a section in one of the 3 contracts, or in either part of</i></p>	

			<p><i>the RFP. In addition, provide clarifying context such as material types (e.g., organics, recyclables, mixed materials), the types of contamination (e.g., hazardous, non-hazardous), the generators (e.g., SFD, Commercial).</i></p> <p>We feel there are some ambiguities in the definitions of “Mixed Materials” and “Source Separation,” as described below, which could contribute to poaching:</p> <ul style="list-style-type: none"> • MM&O Contract, § 1.62: “Mixed Materials. All Garbage, Recyclable Materials, Organic Materials, and Bulky Goods, excluding items that are Source Separated from Garbage or <u>Collected for Recycling or Composting, Processing and marketing</u> which are set out by the Service Recipient for Collection by CONTRACTOR. Except for Mixed Materials Collected at CITY Facilities, Mixed Materials must be generated at the Service Address wherein the Mixed Materials are Collected. Mixed Materials do not include items defined herein as Unacceptable Waste.” <p>The underlined language is somewhat unclear regarding the types of material not deemed Mixed Materials and who may collect it. We believe the excluded items should only be source separated Recyclable Material lawfully collected by the RR contractor and open-market commercial recyclers, Organic Materials collected by the MM&O contractor, and Bulky Goods collected by the MM&O contractor. If this is correct, can the City modify the language?</p>	<ul style="list-style-type: none"> • Please review Contract Sections 5.02 and 5.03 in the MM&O and RR Contracts, which describe the limitations of these exclusive franchises and allowable collection by other Persons. As described in these sections, Persons other than the franchisees may collect source separated Recyclable Materials and Organics under certain conditions. Mixed Materials exclude Source Separated Recyclable Materials and Organics, regardless of who collects these materials. <u>Mixed Materials also includes materials described in Exhibit 14 Bulky Goods Collection Service Agreement section D.1.a.</u> <p>For greater clarity MM&O Contract section 1.62 <u>Mixed Materials</u> is amended as follows:</p> <p>All Garbage, Recyclable Materials, Organic Materials, and Bulky Goods, excluding items that are Source Separated from Garbage or Collected for Recycling or Composting, Processing and marketing materials that are set out by the Service Recipient for Collection by CONTRACTOR, <u>excluding items that are Source Separated.</u> Mixed Materials do not include items defined herein as Unacceptable Waste.</p> <p>AND</p>
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			<ul style="list-style-type: none"> MM&O Contract, § 1.88: “Source Separation. The segregation of Recyclable Materials and Organic Materials from Garbage by or for the Generator at the Service Address at which the materials were generated for handling in a manner different from that of Garbage.” <p>Section 8.28.060 of the City Code provides that “Loads which consist of mixed paper and which contain more than ten percent by weight of residual shall not be considered source separated recyclables. Loads which consist of recyclables other than mixed paper and which contain more than five percent by weight of residual shall not be considered source separated recyclables.”</p> <p>We believe the definitions of “Source Separation” in the draft agreements should have these same residual limitations to clarify what is Mixed Materials and what is Recyclable Materials.</p>	<p>RR Contract section 1.46 <u>Mixed Materials</u> is amended as follows:</p> <p>All Garbage, Recyclable Materials, Organic Materials, and Bulky Goods, excluding items that are Source Separated from Garbage or Collected for Recycling or Composting, Processing and marketing materials that are set out by the Service Recipient for Collection by MM&O Collection Contractor, <u>excluding items that are Source Separated.</u></p> <ul style="list-style-type: none"> Comment noted. The City will be amending the municipal code to make it consistent with the City Council approved Zero Waste system design, including the Contracts. <p>For greater clarity, MM&O Contract section 1.88 <u>Source Separation</u> is amended as follows:</p> <p>Source Separation. The segregation of Recyclable Materials, and Organic Materials and Bulky Goods that have been segregated from Garbage, by or for the Generator at the Service Address at which the materials were generated, <u>for diversion handling in a manner different from that of Garbage.</u></p> <p>AND</p> <p>RR Contract Section 1.67 <u>Source Separation</u> is amended as follows:</p> <p>Source Separation. The segregation of Recyclable Materials that have been segregated from Garbage, by or for the Generator at the Service Address at which the materials were generated, <u>for diversion handling in a manner different from that of Garbage.</u></p>
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15	MM&O Contract Sec. 6.16.1		<p>MMOCSC Section 6.16.1, Needs to read that ownership of materials intended for collection, processing and disposal transfers to Contractor at 1) the time materials are placed in contractor's container or 2) set out for collection or 3) any combination of containerizing or set out.</p> <p><i>G. Fitzgerald: Please identify your specific concern about when ownership of materials transfers from the generator to the Contractor. Is a particular service sector or material type at issue? Is a distinction between curbside and on-site service relevant to you?</i></p> <p>The concerns are theft of recyclables, particularly corrugated cardboard, bundled alongside SFD and MFD containers. This would also apply to non-exclusive commercial recycle collection.</p>	<p>MM&O Contract Section 6.16.1 provides that title to any Mixed Materials, Organic Materials, Recyclable Materials and Bulky Goods passes to the Contractor at the time these materials are set out for Collection, whether or not they are placed in the Contractor's container. Bundled cardboard that is set out for collection alongside SFD and MFD containers would be considered the property of the Contractor. These same parameters apply to the Commercial Non-Exclusive Recycling Franchise. These provisions are consistent with Oakland Municipal Code 8.28.040 Ownership of Recyclables. Taking of such property without consent of the owner is theft.</p>
16			<p>Regarding ancillary fees, who is going to pay the RR Contractor if customer is delinquent? Will RR Contractor hold MM&O Contractor harmless regarding any potential litigation resulting from services provided by RR Contractor?</p>	<p>Per MM&O Contract Section 7.14.4, the MM&O Contractor "shall be responsible for payment to the Residential Recycling Contractor of those ancillary charges included in the SFD and MFD invoices . . . only to the extent such ancillary charges are collected by CONTRACTOR." In the event of delinquent customer payments to the MM&O Contractor, the RR Contractor will receive payment from the MM&O Contractor at such time as the delinquent payment is received by the MM&O Contractor either from payment made by the customer or special assessment proceeds forwarded by the City.</p> <p>The City has no specific intent, related to potential litigation, for either the RR or the MM&O Contractor to hold the other harmless, and neither the RR nor the MM&O Contract addresses this. However, the City views such indemnification as</p>

					an appropriate item for discussion between the RR and MM&O Contractors, which could be addressed in the MOU. In addition, it is the City's expectation that through the MOU the RR and MM&O Contractors will agree on a process for issuing appropriate rebates to Customers who do not receive the Recyclable Materials Collection services for which they have been billed, and a correlated adjustment to the monthly RR invoice.
17	RR			As with the MM&O Contract, is it the City's intent that the Residential Recycling Contractor implement new services without an agreed-to rate adjustment if those services do not increase costs more than \$100,000 or require a capital investment of more than \$1 million? Also, are these amounts cumulative?	RR Contract Section 30.03 addresses required changes in service. As provided in Section 30.03.2, the City may require Contractor to implement changes in service if Contractor's costs are affected by less than \$100,000 per year. In addition, City may require Contractor to implement service changes, without an agreement on a rate adjustment, if Contractor's capital investment need is \$1,000,000 or less. These amounts are cumulative. For example, if City requires Contractor to implement a new service with an annual cost of \$40,000, the City's ability to require additional changes reduced to those costing no more than \$60,000 per year.
18	MM&O Contract 30.03.1 30.03.2	83	3466-3492	With respect to Sections 30.03.1 and 30.03.2, is it the City's intent to require the Contractor to implement program changes or new programs without an agreed upon rate adjustment if the program impact to Contractor's costs do not exceed \$250,000 or does not require a capital investment by Contractor in excess of \$3,350,000? Also, are these amounts confined to the entire Contract term or are they based on calendar-year costs and investments? Finally, what is Contractor's recourse if an agree-to adjustment to rates is not achieved through non-binding mediation? Please clarify	Per MM&O Contract Section 30.03.2, Contractor shall implement changes in service with rates adjusted as agreed by Contractor and City, or as adjusted by City as it believes proper absent agreement. The City may require Contractor to implement changes in service if Contractor's costs are affected by less than \$250,000 per year. In addition, City may require Contractor to implement service changes, without an agreement on a rate adjustment, if Contractor's capital investment need is \$3,350,000 or less. These amounts are

				and provide two or three examples of potential program changes that the City might contemplate.	cumulative. For example, if City requires Contractor to implement a new service with an annual cost of \$40,000, the City's ability to require additional changes reduce to those costing no more than \$210,000 per year. In a future addendum, City will provide a "remedies" section that includes an alternative dispute resolution process to address technical and cost disputes expeditiously. The City cannot respond to what a "potential program" might be as this provision is provided for items that the City has not anticipated in this RFP.
19				<p>How does the City intend to resolve any conflict between its hire Oakland first requirement and any existing collective bargaining agreements? Is it the intent of the City for this requirement to apply to processing facilities? How long does the new hire have to remain in Oakland to count as a resident? Under current collective bargaining agreements, positions are bid and based on seniority levels, limiting the ability for Contractor to guarantee certain workers in Oakland. How does the City intend for Contractor to reconcile this situation?</p> <p>G. Fitzgerald: <i>Please provide a reference in either the RFP or draft contracts for each of these questions listed in your question number 24.</i></p> <p>How does the City intend to resolve any conflict between its hire Oakland first requirement [MM&O Contract and RR Contract, Article 55] and any existing collective bargaining agreements? Is it the intent of the City for this requirement to apply to processing facilities? [An example of a "processing facility" would be Davis Street Transfer Station in San Leandro] How long does the new hire have to remain in Oakland to count as a resident? [Regarding Section 55.02 (MM&O</p>	<p>The City does not intend to resolve conflicts that proposers may have with collective bargaining agreements.</p> <p>The employees at facilities of the proposers used to fulfill requirements of the Contract would count toward the baseline of positions that would be used to meet the 50% local hire requirement. For example, if there are 75 drivers and 25 sorters that are identified in the proposal as working on the Contract, then there would be 100 full time equivalent positions to which the 50% new local hire requirement would apply. If there was one vacancy for a driver and one vacancy for a sorter then one of the two positions hired would need to be an Oakland resident.</p> <p>The City uses a driver license, rental agreement or utility bills to validate residency. At the date of hire, these forms of documentation must show a correlating date with an Oakland address for the new employee.</p> <p>The City adopted goals for these Contracts to provide economic benefit to residents of the City in</p>

				<p>and RR Contract), we just want clarification that residency at the time of hire is all that matters, since we have no control of where employees may move to. Regarding Section 55.04 (MM&O and RR Contract), what if an employee is an Oakland resident when hired, but moves out of the city? Will those employees be deemed Oakland residents? We feel they should since we have no control over an employee moving.] Under current collective bargaining agreements, positions are bid and based on seniority levels, limiting the ability for Contractor to guarantee certain workers in Oakland. How does the City intend for Contractor to reconcile this situation?</p>	<p>the form of employment opportunities. The City understands the complexity in meeting these goals, however. it is looking for the relative value and benefit the Contractors are bringing to the community. To allow for flexibility in meeting the Local Hire requirements, Section 55.03 provides for the Contractor to provide documentation of its employees who are Oakland residents, but do not work on the Oakland contract, for the City's consideration to use in the annual calculation for compliance to Article 55.</p>
20	RFP Sec. 4.4	4-31	Form 1	<p>RR Form 1, 3rd bullet: Can the City provide a list of government fees and charges currently paid by contractor. Also, the timing of the proposals due and the date to include all Government fees and charges are the same (December 12, 2012), Would the City consider changing the date for inclusion of Government fees and charges effective as of November 30, 2012. The preparation of the cost proposals should not be affected.</p>	<p>The City does not have information on government fees paid by current residential recycling service providers. The City would not consider changing the date for inclusion of government fees.</p>

21	RR Contract 1.07	1.07	98- 103		<p>To be consistent with MM&O Contract section 1.08 <u>Change in Law</u> as amended in Addendum No. 9 item No. 6, RR section 1.07 <u>Change in Law</u> is amended as follows:</p> <p>"The adoption, promulgation, or modification of any enforceable federal, state or local rule, law, regulation, ordinance, permit or administrative agency guidelines duly adopted and promulgated officially in writing for uniform application occurring after the <u>due date for RFP proposals</u>effective date of this Contract. Change in Law does not include changes initiated by CONTRACTOR. Change in Law shall not include such changes enacted or adopted prior to the <u>due date for RFP proposals, or publicly circulated regulatory changes pending final adoption</u>effective date of this Contract but which do not take effect until after the date of this Contract."</p>
22	MM&O Contract				<p>The following definition is added to the MM&O Contract as Section 1.71:</p> <p><u>Per Dwelling Unit Recycling Rate</u>. The dollar amount established by CITY and provided to CONTRACTOR, effective July 1st each year, which CONTRACTOR invoices and collects from SFD and MFD Customers. The Per Dwelling Unit Recycling Rate comprises a RR Contractor component and a stabilization component.</p>