

CALIFORNIA WASTE SOLUTIONS, Inc.
Recycling Services

California Waste Solutions, Inc.

1820 10th Street
Oakland, CA 94607

Phone: 510.832.8111 / Fax: 510.832.8206
www.calwaste.com

© 2013 California Waste Solutions, Inc.

California Waste Solutions, Inc. (CWS) has marked certain private financial papers,
in Section 4 with "Confidential."
CWS fully understands and complies with the provisions of the RFP on confidential matters.
CWS appreciates the City of Oakland's efforts to uphold confidentiality.

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Cover Letter

January 9, 2013

Mr. Garrett Fitzgerald
Zero Waste Services RFP Process Coordinator
City of Oakland
Office of the Public Works Agency
250 Frank H. Ogawa Plaza, Suite 4313
Oakland, CA 94612

Dear Mr. Fitzgerald,

California Waste Solutions, Inc. (CWS) is pleased to submit seven (7) sets and two (2) electronic copies of this Proposal for Residential Recycling (RR) Collection Services (Service Group 2) to the City of Oakland in response to the Request for Proposals (RFP) issued on September 5, 2012. Please note that CWS is also submitting a Proposal for Mixed Materials & Organics Collection Services (Service Group 1) under separate cover.

CWS, a privately held, minority-owned, recycling and waste management California corporation and Oakland local business enterprise, has provided waste materials collection and processing services in the Bay Area since 1992. CWS excels at collecting, processing and marketing recyclable materials and currently collects from over 230,000 residences and businesses in Oakland and San José. One of the largest recyclers in Northern California, CWS owns and operates three MRFs - two in Oakland and one in San José - as well as dispatch and fleet and equipment repair facilities in both cities. For the past 20 years, CWS has been a clear leader in accessing Asian markets for a wide variety of recyclable material generated from single-stream collection programs, including hard-to-recycle grades of paper. *Waste Age Magazine* has consistently ranked CWS as one of the top recycling companies in America and the firm has received several awards from the California Integrated Waste Management Board.

CWS strongly believes in and is absolutely committed to innovation, providing customers with exceptional service, protecting the environment, caring for employees in the best ways possible, providing a positive impact on the communities we serve, and keeping current and planned facilities and equipment up to date and in peak operating condition.

Local Firm – Committed to Oakland

Oakland is our home and we are excited and enthusiastic about the possibility of continuing and expanding our relationship with the City, working hand-in-hand to provide citizens and businesses with services and programs that are second to none.

We consistently demonstrate our strong commitment to being a model corporate citizen by taking an active role in making Oakland a quality place to live and work. CWS has supported numerous bay area schools and local organizations such as the Rose Foundation, Creek to the Bay and many more, thus illustrating CWS' commitment to sustaining organizations that are working to enhance Oakland's quality of life. Because we are integrated into the fabric of this city, the women and men who work for, manage, and own CWS look forward to continuing the delivery of efficient, effective and quality recycling collections and processing services to the City of Oakland through this contract.

Service Group 2 - January 9, 2013

In 1992, Oakland awarded CWS the company's first public-sector contract. This franchise agreement has doubled in size since its original award. CWS collects residential recyclables from approximately 75,000 single- and multi-family homes. In addition to residential collections, CWS has been successfully servicing commercial customers, City-owned facilities, and we collect recyclables, food scraps and organics at Oakland public events.

Approximately 82,800 tons of recyclables are collected per year and processed at CWS' two Oakland Materials Recovery Facilities (MRF) and those materials are effectively marketed to end users who convert them into new products.

CWS: Proven Experience and Entrepreneurship

CWS is a strong and well established, yet entrepreneurial and nimble, vertically integrated company that was founded over 20 years ago. We have the overall corporate and operational experience and resources, and specific expertise, to continue successfully and effectively managing the expanded responsibility of the City of Oakland's residential recycling collection contract - attributes that make us the ideal partner for the City.

In addition to our Oakland collection experience CWS has been collecting and processing recyclables for the City of San José since 2007. CWS has further expanded our activities internationally to include development and full operation in Vietnam of the first American standards compliant landfill that processes 3500 tons per day and includes a MRF, composting operation, water treatment plant and landfill gas-to-energy production. CWS also has long-standing partnerships with Vietnamese paper mills. In short, CWS is a recognized, award-winning international company with the capability of collecting, increasing diversion of, processing and marketing recyclable materials extracted from Oakland's municipal waste stream.

With our collection and processing approach, we are confident of our ability to achieve Oakland's Zero Waste diversion mandate. Our current, higher than industry standard material recovery rates clearly demonstrate that our focus on and approach to recycling works. Building on our successful materials marketing program, CWS will continue to positively impact Oakland's recycling dynamic.

Well designed and distributed public messages and education are fundamental to accomplishing Oakland's Zero Waste goals. Our past public outreach and education initiatives in Oakland and San José have helped to reduce contamination while increasing the overall volume of recyclable materials set out by residents. Moving forward, CWS proposes to implement an innovative, data-driven public education program that targets and refines messages for maximum effectiveness. Two of our public education partners are Oakland certified local businesses: Circlepoint Certification # 6550 and Kneal Resource System Certification #7364. The third, the Next Generation, while not officially certified, is headquartered in Oakland. All three have comprehensive knowledge of and lengthy experience with Oakland, its communities of interest, neighborhoods, residents and government.

CWS has an economic incentive to see that recycling tons increase and that contamination in those recyclable setouts decrease. Therefore we will continue to work hard to see that the City's residual percentages are as low as possible. Our guiding principles lead us to efficiently, cleanly, and consistently increase the volume of recyclable material collected, recover as much as possible through processing, and market the recovered material to responsible end users.

CWS is developing a new facility on the former Oakland Army Base on Engineer Road in the North Gateway area. Increased capacity at this state-of-the-art mixed waste and recycling processing and transfer facility will allow CWS to consolidate all of its Oakland operations on one site, recover a greater quantity of recyclable materials from single-family, multi-family, commercial, City facilities, construction and demolition sources, and process organic wastes. The West Oakland community has expressed support for this development as it will relocate our collection truck traffic and processing activities away from the surrounding residential community. We are particularly proud that this development will allow the City of Oakland to finally have waste transfer and processing capabilities located in an appropriate area within our Oakland borders.

Strong Team with Complementary Expertise

Our team includes seasoned and competent professionals to provide a level of service that Oakland residents can trust to do everything necessary to continue collecting recyclables on time and handling them in an environmentally responsible manner. David Duong and his family built CWS from the ground up. He understands the equipment, systems, and the financial and regulatory structures that support them. Kristina Duong works closely with the president/CEO on issues related to marketing, administration, profit and loss, financing, procurement, and environmental and contract compliance. Our transition team is led by these company owners and includes our capable internal staff and specialty consultants.

The official name of the entity that will sign the RR Collection Services contract, if awarded to CWS, and the key contact information is as follows:

California Waste Solutions, Inc.
 David Duong, President and CEO
 1820 10th Street, Oakland, CA 94607
 510.832.8111 / Fax: 510.832.8206
davidduong@calwaste.com

CWS is a privately owned full-service recycling and waste management company operating in Northern California since 1992. It is a California Corporation, and a local minority business enterprise with offices in the Cities of Oakland and San José.

We hereby state and certify that CWS has examined, understood, and agreed to all requirements set forth in the RR Collection Services Contract. The requirements of the contract as described in the RFP, its enclosures, attachments, and all addenda have been thoroughly reviewed, and necessary due diligence was conducted to confirm material facts upon which our Proposal is based. Addenda received, along with dates received, are listed in Table 1.1-1. The signed addenda sheets are located in Section 1.4.

Table 1.1-1 Addenda Received

Item	Received
Addendum 1	September 5, 2012
Addendum 2	September 28, 2012
Addendum 3	October 4, 2012
Addendum 4	October 10, 2012
Addendum 5	October 15, 2012
Addendum 6	October 17, 2012
Addendum 7	October 23, 2012

1. INTRODUCTION

Addendum 8	October 26, 2012
Addendum 9	October 30, 2012
Addendum 10	November 7, 2012
Addendum 11	November 16, 2012
Addendum 12	December 18, 2012
Addendum 13	January 3, 2013
Addendum 14	January 8, 2013

Should the City of Oakland award the RR Collection Services Contract to CWS, a payment in the amount of Five Hundred Thousand Dollars (\$500,000), as set forth in Section 4.1.15.1 of the RFP (amended in Addendum #3), will be made to the City for reimbursement of the cost of this procurement within thirty (30) days of execution of the contract.

CWS also hereby acknowledges the validity of this proposal's contents, including the proposed Maximum Collection Service Rates, through June 30, 2015 or such earlier time as the proposed Maximum Collection Service Rates may be adjusted by the City.

Section 4 (Statement of Financial Qualifications) of this Proposal, clearly identified as "Confidential" as it contains sensitive, private financial information about CWS, a privately owned corporation, is provided as a separate attachment. CWS fully understands and complies with the provisions of the RFP on confidential matters and appreciates the City of Oakland's efforts to uphold confidentiality under the provisions of the California Public Records Act.

CWS is a growing local company that does not, and will not, take the City for granted as a client. We have dedicated considerable attention and resources to this proposal and apply the same level of commitment during the life of the contract.

We look forward to the opportunity to discuss our proposal with the City and its evaluation team. We are confident that our reliable, high quality and efficient service will meet and exceed the high level of excellence that the residents, business owners, and City have come to expect and deserve. If you have any questions or need additional information, please contact me anytime.

Sincerely,
California Waste Solutions, Inc.



David Duong
President and CEO

1.1. Proposal Surety

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中国工商银行 (美国)

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (USA) NA

January 7, 2013

Mr. David Duong
President & CEO
California Waste Solutions, Inc.
1820 10th St.
Oakland, CA 94607

Re: City of Oakland Request for Proposals for Zero Waste Services issued 9/5/12 (The RFP)

Dear David:

The purpose of this letter is to state the strong interest of Industrial and Commercial Bank of China (USA) NA ["ICBC"] in providing financial backing to the proposals of California Waste Solutions, Inc. ["CWS"] to the City of Oakland, for a new Residential Recycling (RR) Collection Services (Service Group 2) contract.

We understand that your capital requirements for the proposed contract will be approximately \$60 Million, to be used for such purposes as: funding the proposed transition activities, improvements at CWS's Materials Recycling Facilities in Oakland, purchasing the necessary rolling stock to provide the collection services, and other equipment and technology for office support, logistics, and maintenance.

The fact that you have engaged world class engineers, equipment suppliers, and consultants to assemble and execute your technical and business plans and proposal to the City of Oakland gives us confidence that the project would be viable. The undersigned also supervised the financing of CWS's prior projects while at East West Bank, CWS's primary bank since 2001; and was most impressed to see CWS grows to become an award winning environmental company, with consistently strong operating and financial performances.

ICBC has a strong presence in California (with a branch in the City of Oakland) and is interested in supporting good causes in California. We are part of an international banking group with approximately \$2.50 trillion in assets and have the means to support the financing of CWS's \$60 Million (approximate) capital investments associated with the subject RR contract proposal to the City of Oakland. ICBC's accommodation could include:

1. An irrevocable letter of credit in the amount of \$100,000 as security for liquidated damages per Article 22.06 of the RR contract, and
2. As a possible alternative to a performance bond required by Article 24 of the RR contract, an irrevocable letter of credit in the amount of \$3,000,000.

Please note that while we are strongly interested and are committed to make a strong effort to provide the credit enhancement for the project, this is NOT a binding commitment to lend. Such a commitment would come only after formal approval by ICBC's Credit Committee and after the terms of the contract are finalized and we have fully reviewed every aspect of the project. I am available to confirm ICBC's strong commitment to work with CWS on its performance under its proposal to the City of Oakland. I can be reached at 415-352-6918 (direct line) or laimw@hkbea-us.com.

Sincerely,

Michael W. Lai
Executive Vice President &
Head of California Region

1.2. Performance Security Commitment Letter

1. INTRODUCTION

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January 9, 2013

Mr. Garrett Fitzgerald
Zero Waste Services RFP Process Coordinator
City of Oakland
Office of the Public Works Agency
250 Frank H. Ogawa Plaza, Suite 4313
Oakland, CA 94612



RE: Performance Security Commitment Letter for Service Group 2 RR Collection Services Contract

Dear Mr. Fitzgerald,

California Waste Solutions, Inc. (CWS) herein states that it will provide a Letter of Credit for the Service Group 2 RR Collection Services Contract in the amount of Three Million Dollar (\$3,000,000) in accordance of the requirements of Section 24.03 of the RR Collection Services Contract.

Please contact me anytime if you have any questions or need additional information

Sincerely,

California Waste Solutions, Inc.



David Duong
President and CEO



Luci Adams

January 7, 2013

City of Oakland
Office of the Public Works Agency
250 Frank H. Ogawa Plaza, Suite 4313
Oakland, CA 94612

RE: California Waste Solutions, Inc. Zero Waste Services Residential Recycling
Collection Services – Service Group 2

To Whom It May Concern:

Hartford Fire Insurance Company has considered projects up to \$5,000,000 aggregate limit for California Waste Solutions, Inc. We will consider providing performance and payment bonds for the above captioned \$3,000,000 project, provided it is awarded to and executed by California Waste Solutions, Inc.

Please understand that any arrangement for any bonds is a matter between the California Waste Solutions, Inc. and Hartford and we assume no liability to third parties or City of Oakland if, for any reason, we do not issue requested bonds.

Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data at the time of the request, and verify the adequacy of project financing prior to the issuance of bonds for each project. This letter is not an assumption of liability, nor should it be considered a bid bond or performance bond.

Very Truly Yours,

L.C. Adams, Attorney-In-Fact
Hartford Fire Insurance Company

The Hartford Bond Department
595 Market Street
Suite 500
San Francisco, CA 94105

Phone 415-836-4862
Fax 866-780-9956
Luci.Adams@thehartford.com

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: N/A

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

L C. ADAMS, PIERRE LE COMPTE, SHANON S. DOM OF SAN FRANCISCO, CALIFORNIA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



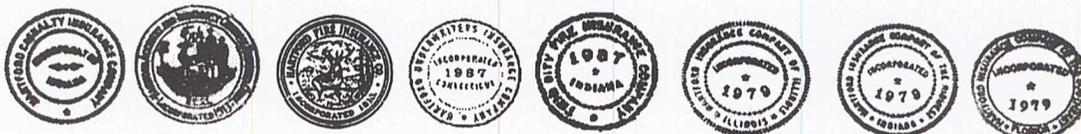
CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 7, 2013
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

1. INTRODUCTION

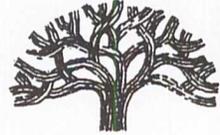
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1.3. Receipt of Signed Addenda

1. INTRODUCTION

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CITY OF OAKLAND



DALZIEL BUILDING · 250 Frank H. Ogawa Plaza · Suite 5301 · OAKLAND, CALIFORNIA 94612-2034

Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 1 September 5, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Clarification: Replace in its entirety the Collection Services (Service Groups 1 and 2) RFP Sections 1-4 with the attached revised RFP document (this version will be posted on the City's www.zerowasteoakland.com webpage)
2. Clarification: Replace the MMO Collection Services Forms on the flash drive provided in the RFP binder with the attached revised forms
3. Clarification: Replace the RR Collection Services Forms on the flash drive provided in the RFP binder with the attached revised forms

All proposers are required to note this Addendum No. 1, and sign this Addendum No. 1 and submit it with their proposal.

Sincerely,


Susan Kattchee

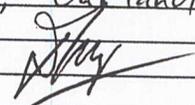
Zero Waste Services RFP Project Manager

ADDENDUM NO. 1 DATED: 9-5-12

COMPANY / AGENCY NAME: California Waste Solutions

COMPANY ADDRESS: 1820 - 10th St, Oakland, CA 94607

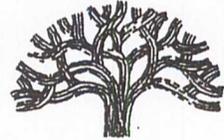
REPRESENTATIVE'S NAME: David Duong

SIGNATURE: 

DATE: 01-09-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 2 **September 28, 2012**

**Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2**
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP Forms on the flash drive provided in the RFP binder the attached new fill-in forms:
 - MM&O Collection Services RFP Form 13A (Bin Specifications) as referenced in the City response to Question #5 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
 - RR Collection Services RFP Form 13A (Bin Specifications) as referenced in the City response to Question #5 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
3. Clarification: Replace the Collection Services RFP Forms on the flash drive provided in the RFP binder with the attached revised fill-in forms, which incorporate the following changes:
 - Revised MM&O Collection Services RFP Form 14 (Vehicle Specifications) as referenced in the City response to Question #7 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
 - Revised RR Collection Services RFP Form 14 (Vehicle Specifications) as referenced in the City response to Question #7 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
4. Note: After the October 10, 2012 final date for proposers to submit questions, the City will issue a complete set of “redline” RFP and contract documents reflecting changes made by addenda, and a complete set of revised fill-in RFP forms and spreadsheets.



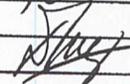
All proposers are required to note this Addendum No. 2, and sign this Addendum No. 2 and submit it with their proposal.

Sincerely,



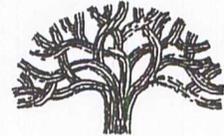
Susan Kattichee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 2 DATED: 9-28-12
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820 - 10th St., Oakland, CA 94607
REPRESENTATIVE'S NAME: David Duong
SIGNATURE: 
DATE: 01-09-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 3

October 4, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

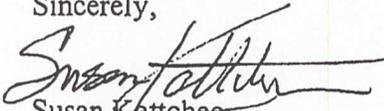
1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP:
 - Attachment 3 (City Facilities with Service Levels), as referenced in the City response to Question #11 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
 - Attachment 4 (City Litter Containers) as referenced in the City response to Question #18 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
 - Attachment 1F (Monthly Report of Summary of Franchised Tonnage by Program Type 2010-2011, Table 2-1A) as referenced in the City response to Question #22 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
 - Attachment 1G (Calendar Year Report of City-Generated & Hauled Tonnage 2010-2011, Table 2-1B) as referenced in the City response to Question #12 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
3. Clarification: Replace the MM&O Maximum Customer Service Rates Forms on the flash drive provided in the RFP binder with the attached revised fill-in spreadsheet, which incorporates the following changes:
 - Revised MM&O Collection Services RFP Form 2F as referenced in the City response to Question #6 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers
 - Revised MM&O Collection Services RFP Forms 2B-Default, 2C-Default, 2D-Opt 1, 2F, and 2G containing various text corrections as illustrated in red strikethrough (to delete text) and underline (to add text) in the attached document showing Customer Service Rate Forms text corrections.



4. Clarification: Replace Collection Services RFP Attachment 1D (Roll Off Tons Adjusted) with the attached revised version, which corrects the label on the second column header of Table 2 to replace "tons" with "cubic yards".
5. Clarification: Replace MM&O Collection Services RFP Table 2-1 (Calendar Year Report of Summary of Franchised Tonnage by Program Type 2012-2011) with the attached revised version containing various numerical corrections as illustrated in red strikethrough (to delete) and underline (to add)

All proposers are required to note this Addendum No. 3, and sign this Addendum No. 3 and submit it with their proposal.

Sincerely,



Susan Kattohee

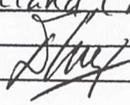
Zero Waste Services RFP Project Manager

ADDENDUM NO. 3 DATED: 10-4-12

COMPANY / AGENCY NAME: California Waste Solutions

COMPANY ADDRESS: 1820 - 10th St. Oakland, CA 94607

REPRESENTATIVE'S NAME: David Duong

SIGNATURE: 

DATE: 01-09-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 4

October 10, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP:
 - Attachment 5 (Service Account Data for current SFD and MFD garbage, MFD recycling, and commercial garbage), as referenced in the City response to Question #9 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers provided via the attached spreadsheet
 - Attachment 6 (SFD day-of-service map), as referenced in the City response to Question #9 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers available at:
<http://www2.oaklandnet.com/n/OAK038032>

All proposers are required to note this Addendum No. 4, and sign this Addendum No. 4 and submit it with their proposal.

Sincerely,

Susan Katchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 4 DATED: 10-10-12
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820 10th St., Oakland, CA 94607
REPRESENTATIVE'S NAME: David Duong
SIGNATURE:
DATE: 01-09-2013



CITY OF OAKLAND



DALZIEL BUILDING · 250 Frank H. Ogawa Plaza · Suite 5301 · OAKLAND, CALIFORNIA 94612-2034

Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 5 October 15, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Clarification: Mixed Materials and Organics Collection Services Contract Exhibit 8, Table B is replaced with the attached revised version, as referenced in the City response to Question #25 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers

All proposers are required to note this Addendum No. 5, and sign this Addendum No. 5 and submit it with their proposal.

Sincerely,

Susan Mattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 5 DATED: 10-15-12
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820-10th St, Oakland, CA 94607
REPRESENTATIVE'S NAME: _____
SIGNATURE: [Signature]
DATE: 01-09-2013



CITY OF OAKLAND



DALZIEL BUILDING · 250 Frank H. Ogawa Plaza · Suite 5301 · OAKLAND, CALIFORNIA 94612-2034

Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 6 October 17, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Clarification: Replace the following fill-in spreadsheet forms which correct readability problems, as referenced in the City response to Question #1 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers:
 - MM&O Maximum Customer Service Rates, revising Forms 2A, 2I, and 2K
 - RR Maximum Customer Service Rates, revising Form 2C
3. Addition: Add MM&O Collection Services RFP Form 2I-A (Maximum Special Event Collection Service Rates) to the "2I" tab of the attached revised MM&O Maximum Customer Service Rates fill-in spreadsheet

All proposers are required to note this Addendum No. 6, and sign this Addendum No. 6 and submit it with their proposal.

Sincerely,

Susan Kattence

Zero Waste Services RFP Project Manager

ADDENDUM NO. 6 DATED: 10-17-12
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820 - 10th St., Oakland, CA 94607
REPRESENTATIVE'S NAME: David Duong
SIGNATURE:
DATE: 01-09-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 7

October 23, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.

All proposers are required to note this Addendum No. 7, and sign this Addendum No. 7 and submit it with their proposal.

Sincerely,

Susan Kattichee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 7 DATED: 10-23-12

COMPANY / AGENCY NAME: California Waste Solutions

COMPANY ADDRESS: 1820 - 10th St., Oakland, CA 94607.

REPRESENTATIVE'S NAME: David Duong

SIGNATURE: [Signature]

DATE: 01-04-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 8 October 26, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP Attachment 7 Guidance on Commercial Non-Exclusive Recycling Franchise

All proposers are required to note this Addendum No. 8, and sign this Addendum No. 8 and submit it with their proposal.

Sincerely,

Susan Kattshee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 8 DATED: 10-26-12
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820 10th St., Oakland, CA 94607
REPRESENTATIVE'S NAME: David Duong
SIGNATURE:
DATE: 01-09-2013



CITY OF OAKLAND



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Environmental Services Division

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TDD (510) 238-3254

ADDENDUM NO. 9 October 30, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP Attachment 8 (letter from Recology received by the City via email on October 9, 2012), as referenced in the City response to Question #29 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers.
3. Clarification: Replace Mixed Materials and Organics Collection Services Contract Exhibit 8, Table B with the attached revised version, which corrects the "Tons" Column on line 11 to read "Sum of lines 1-10".

All proposers are required to note this Addendum No. 9, and sign this Addendum No. 9 and submit it with their proposal.

Sincerely,

Susan Katchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 9 DATED: 10-30-12
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820 - 10th St., Oakland, CA 94607
REPRESENTATIVE'S NAME: David Duong
SIGNATURE:
DATE: 01-09-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

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TDD (510) 238-3254

ADDENDUM NO. 10

November 7, 2012

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Clarification: Replace Mixed Materials and Organics Collection Services RFP Forms 12A, 12B and 12C on the flash drive provided in the RFP binder with the attached revised fill-in forms as referenced in the City response to Question #2, #3, and #4 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers.
3. Clarification: Replace Mixed Materials and Organics Contract Exhibit 2 (Refuse Rate Index) with the attached revised version, as referenced in the City response to Question #4 in the attached City Response to Questions Received from Collection Services RFP Eligible Proposers.
4. Clarification: Replace the RR Maximum Customer Service Rates Forms on the flash drive provided in the RFP binder with the attached fill-in spreadsheet, which revises RR Collection Services RFP Form 2A, Section B (Ancillary Services) to:
 - Add “MFD Excess Frequency Collection” for carts and bins
 - Correct line numbering

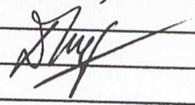
All proposers are required to note this Addendum No. 10, and sign this Addendum No. 10 and submit it with their proposal.

Sincerely,

A handwritten signature in black ink that reads "Susan Kattchee".
Susan Kattchee

Zero Waste Services RFP Project Manager



ADDENDUM NO. 10
COMPANY / AGENCY NAME: California Waste Solutions
COMPANY ADDRESS: 1820 - 10th St. Oakland, CA 94607
REPRESENTATIVE'S NAME: David Duong
SIGNATURE: 
DATE: 01-09-2013



CITY OF OAKLAND



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Environmental Services Division

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ADDENDUM NO. 11 **November 16, 2012**

**Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2**
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. The RFP is revised as follows:

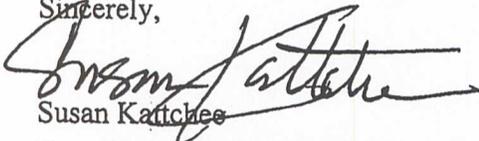
1. Amended: Proposal Due Date of December 12, 2012 changed to January 9, 2013.
2. Clarification: Attached are redline versions of RFP documents that show revisions made by RFP addendum, in response to questions and to correct errors (e.g., typos), as follows: Collection Services RFP (including RFP forms), MM&O Collection Services Contract, RR Collection Services Contract, MM&O Maximum Customer Service Rates Forms, and RR Maximum Customer Service Rates Forms.
3. Clarification: Replace the MM&O Collection Services RFP forms and the RR Collection Services RFP forms on the flash drive provided in the RFP binder on September 5, 2012, with the attached revised fill-in forms, which incorporate revisions made by RFP addendum, in response to questions and to correct errors (e.g., typos).
4. Clarification: Replace the MM&O Maximum Customer Service Rates Forms spreadsheets and the RR Maximum Customer Service Rates Forms spreadsheets on the flash drive provided in the RFP binder on September 5, 2012, with the attached revised fill-in spreadsheets, which incorporate revisions made by RFP addendum in response to questions and to correct errors (e.g., typos).
5. Addition: Add to the Collection Services RFP Attachment 9 Guidance on Per Dwelling Unit Recycling Rate and Residential Recycling Stability Funds.
6. Clarification: The redline version of the MM&O Collection Services Contract issued per this Addendum No.11 includes revision to Section 7.01.1.1 Changes in Government Fees, which was not included in any prior addendum, but was noted in Addendum No. 10, Question No. 29.



7. Clarification : The redline version of the MM&O Collection Services Contract issued per this Addendum No.11 includes revision to Section 7.21.1 Recycling Stability Funds, which was not included in any prior addendum.
8. Clarification : The redline version of the MM&O Collection Services Contract issued per this Addendum No. 11 includes revision to Section 7.21.2 Tonnage Cap Stability Funds, which was not included in any prior addendum.
9. Clarification : The redline version of the MM&O Collection Services Contract issued per this Addendum No. 11 includes revision to Section 10.03.2 Service Frequency, which was not included in any prior addendum.
10. Clarification : The redline versions of the MM&O and RR Collection Services Contract issued per this Addendum No. 11 include revisions to Section 22.04 Liquidated Damages, which were not included in any prior addendum.
11. Clarification : The redline version of the RR Collection Services Contract issued per this Addendum No. 11 includes revision to Section 30.01.1 Compensation Adjustments, which was not included in any prior addendum.
12. Clarification : The redline version of the MM&O Collection Services Contract issued per this Addendum No. 11 includes revision to Exhibit 16 Local Business Presence and Participation Reporting Form, which was not included in any prior addendum.
13. Clarification : The redline version of the Collection Services RFP issued per this Addendum No. 11 includes revision to Section 3.3.2.5.2.3 Route Operations, which was not included in any prior addendum.
14. The MM&O and RR Collection Service Contracts will be revised by a future addendum to add a "remedies" section that includes an alternative dispute resolution process, as noted in Addendum No. 10, Question No. 18.

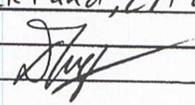
All proposers are required to note this Addendum No. 11, and sign this Addendum No. 11 and submit it with their proposal.

Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 11	DATED: 11-16-12
COMPANY / AGENCY NAME:	California Waste Solutions
COMPANY ADDRESS:	1820-10 th St., Oakland, CA 94607
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	
DATE:	01-09-2013



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Public Works Agency
Environmental Services Division

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TDD (510) 238-3254

ADDENDUM NO. 12

December 17, 2012

**Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2**
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Clarification: MM&O Contract Section 30.02 Dispute Resolution is modified as follows:

30.02 Dispute Resolution. ~~All disputes relating to service or compensation changes as specified in Section 30.01 of this Contract Except for a CONTRACTOR Default under Article 29, and except as provided below in section 30.02.3, should any dispute arise under this Contract, including but not limited to the performance and obligations of the parties, or service or compensation changes, such disputes shall be resolved by the following procedures,~~

30.02.1 The parties shall resolve their disputes informally to the maximum extent possible and shall attempt to resolve such disputes in a cooperative and mutually satisfactory manner. Either party shall give the other written notice of such dispute, and also provide written notice to the Contract Manager. The Contract Manager shall then schedule a meeting between CONTACTOR and the CITY Administrator or the CITY Administrator's designee as soon as reasonably possible. In the event such dispute cannot be resolved by the parties themselves within thirty (30) days of meeting, either party may propose the appointment of a mediator.

30.02.2 ~~Mediation. The parties shall participate in non-binding mediation of any dispute arising under this Contract (whether contract, tort, or otherwise), as provided hereafter. If the disputing parties cannot informally resolve the dispute, they shall attempt to resolve such dispute through non-binding mediation for a period not to exceed ninety (90) days.~~

30.02.2.1 The party desiring mediation shall give written notice thereof to the other party to this Contract, specifying the dispute to be mediated.

30.02.2.2 The mediation shall be held at Oakland, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted ~~according to~~ and a mediator chosen pursuant to the rules of the American Arbitration Association.

30.02.2.3 ~~At least ten (10) Work Days~~ days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to



bind the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

30.02.2.4 Should mediation be unsuccessful, and if the dispute does not concern valuation items for which binding arbitration is required in Section 30.02.3, then a party may commence an adversarial proceeding before any court of competent jurisdiction in the County of Alameda. Disputes that concern valuation items in Articles 7 and 8, and sections 17.01.3, 18.01, 30.01, and 30.03, shall proceed with binding arbitration procedures as set forth below.

30.02.3 Binding Arbitration. For disputes relating to valuation items in Articles and 8, and sections 17.01.3, 18.01, 30.01, and 30.03, of the Contract, if mediation is unsuccessful, such disputes shall be referred to binding arbitration upon mutual written approval of the disputing parties. If the disputing parties do not mutually agree in writing to binding arbitration, a party may commence an adversarial proceeding before any court of competent jurisdiction in the County of Alameda.

30.02.3.1 For the purposes of binding arbitration, disputes over "valuation items" refers to disputes over a specific amount of money that is due or owed by either party, and the dispute arises under Articles 7 and 8, and sections 17.01.3, 18.01, 30.01, and 30.03. However, valuation items in section 7.12.2 and section 7.13 and its subsections are not subject to and are excluded from, mandatory binding arbitration requirements in this Contract.

30.02.3.2 Binding arbitration proceedings shall be in accordance with California Code of Civil Procedure Section 1280 et. seq., the then-current JAMS Streamlined Arbitration Rules, and the terms of section 30.02.3 and its subsections. In the event of any inconsistency, the terms of section 30.02.3 and its subsections shall control. The arbitration shall be administered by JAMS and conducted in the County of Alameda. If the parties are unable to select an arbitrator within twenty (20) days after delivering written notice requesting arbitration, JAMS shall select a qualified arbitrator from its panel. If JAMS is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration. If the parties cannot agree on the arbitration organization, the Presiding Judge of the Alameda County Superior Court shall designate such an organization upon the petition of either party.

30.02.3.3 The arbitrator shall be independent of, and unaffiliated with, each party and shall not ever have been an employee of either party, under contract with either party in the past five (5) years or acted as an arbitrator for such party within the past five (5) years.

30.02.3.4 Within twenty (20) days after initiation of the arbitration, if not previously done so under the terms of this Contract, the parties shall each submit to each other and the arbitrator their respective relevant value for the item subject to the valuation dispute, with such supporting information as is reasonably necessary to support such suggested value. If the two (2) valuations so submitted differ by less than or equal to ten percent (10%) of the higher of the two (2), the average of the two (2) shall become the agreed upon amount for purposes of this Contract and the arbitration shall not be continued. If the two (2) valuations differ by more than ten percent (10%) of the higher of the two (2), then the arbitrator shall make a determination of the relevant value and submit such determination to both the parties. This third valuation will then be averaged with the closer of the two (2) previous valuations and the result shall be the relevant value. In no event shall the resolution of



a valuation dispute result in a valuation higher than that which was set forth by CONTRACTOR (e.g., a impact of a "material" disclosure or a higher tip fee adjustment). The final arbitrated value shall be binding on the parties.

30.02.3.5 The arbitrator shall have the authority and power to award costs, including attorneys' fees and costs to the prevailing party. Unless otherwise awarded by the arbitrator, the parties shall evenly split the cost of any arbitration under this Article.

30.02.3.6 By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law.

Acknowledgement of waiver of rights to trial by jury if proceeding with binding arbitration pursuant to Section 30.02.3 of this Contract.

CITY OF OAKLAND [CONTRACTOR COMPANY]

30.02.4 During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle a party to breach, default, or fail to perform its obligations under this Contract.

2. Clarification: RR Contract Section 30.02 Dispute Resolution is modified as follows:

30.02 Dispute Resolution. All disputes relating to service or compensation changes as specified in Section 30.01 of this Contract Except for a CONTRACTOR Default under Article 29, and except as provided below in section 30.02.3, should any dispute arise under this Contract, including but not limited to the performance and obligations of the parties, or service or compensation changes, such disputes shall be resolved by the following procedures:

30.02.1 The parties shall resolve their disputes informally to the maximum extent possible and shall attempt to resolve such disputes in a cooperative and mutually satisfactory manner. Either party shall give the other written notice of such dispute, and also provide written notice to the Contract Manager. The Contract Manager shall then schedule a meeting between CONTACTOR and the CITY Administrator or the CITY Administrator's designee as soon as reasonably possible. In the event such dispute cannot be resolved by the parties themselves within thirty (30) days of meeting, either party may propose the appointment of a mediator.

30.02.2 Mediation. The parties shall participate in non-binding mediation of any dispute arising under this Contract (whether contract, tort, or otherwise), as provided hereafter. If the disputing parties cannot informally resolve the dispute, they shall attempt to resolve such dispute through non-binding mediation for a period not to exceed ninety (90) days.

30.02.2.1 The party desiring mediation shall give written notice thereof to the other party to this Contract, specifying the dispute to be mediated.



30.02.2.2 The mediation shall be held at Oakland, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted ~~according to~~ and a mediator chosen pursuant to the rules of the American Arbitration Association.

30.02.2.3 At least ten (10) ~~Work Days~~ days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to bind the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

30.02.2.4 Should mediation be unsuccessful, and if the dispute does not concern valuation items for which binding arbitration is required in Section 30.02.3, then a party may commence an adversarial proceeding before any court of competent jurisdiction in the County of Alameda. Disputes that concern valuation items in Articles 7 and 8, and sections 17.01.3, 18.01, 30.01, and 30.03, shall proceed with binding arbitration procedures as set forth below.

30.02.3 Binding Arbitration. For disputes relating to valuation items in Articles and 8, and sections 17.01.3, 18.01, 30.01, and 30.03, of the Contract, if mediation is unsuccessful, such disputes shall be referred to binding arbitration upon mutual written approval of the disputing parties. If the disputing parties do not mutually agree in writing to binding arbitration, a party may commence an adversarial proceeding before any court of competent jurisdiction in the County of Alameda.

30.02.3.1 For the purposes of binding arbitration, disputes over "valuation items" refers to disputes over a specific amount of money that is due or owed by either party, and the dispute arises under Articles 7 and 8, and sections 17.01.3, 18.01, 30.01, and 30.03. However, valuation items in section 7.12.2 are not subject to and are excluded from, mandatory binding arbitration requirements in this Contract.

30.02.3.2 Binding arbitration proceedings shall be in accordance with California Code of Civil Procedure Section 1280 et. seq., the then-current JAMS Streamlined Arbitration Rules, and the terms of section 30.02.3 and its subsections. In the event of any inconsistency, the terms of section 30.02.3 and its subsections shall control. The arbitration shall be administered by JAMS and conducted in the County of Alameda. If the parties are unable to select an arbitrator within twenty (20) days after delivering written notice requesting arbitration, JAMS shall select a qualified arbitrator from its panel. If JAMS is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration. If the parties cannot agree on the arbitration organization, the Presiding Judge of the Alameda County Superior Court shall designate such an organization upon the petition of either party.

30.02.3.3 The arbitrator shall be independent of, and unaffiliated with, each party and shall not ever have been an employee of either party, under contract with either party in the past five (5) years or acted as an arbitrator for such party within the past five (5) years.

30.02.3.4 Within twenty (20) days after initiation of the arbitration, if not previously done so under the terms of this Contract, the parties shall each submit to each other and the arbitrator their respective relevant value for the item subject to the valuation dispute, with such supporting information as is reasonably necessary to support such suggested value. If the two (2) valuations so submitted differ by less than or equal to ten



percent (10%) of the higher of the two (2), the average of the two (2) shall become the agreed upon amount for purposes of this Contract and the arbitration shall not be continued. If the two (2) valuations differ by more than ten percent (10%) of the higher of the two (2), then the arbitrator shall make a determination of the relevant value and submit such determination to both the parties. This third valuation will then be averaged with the closer of the two (2) previous valuations and the result shall be the relevant value. In no event shall the resolution of a valuation dispute result in a valuation higher than that which was set forth by CONTRACTOR (e.g., a impact of a "material" disclosure or a higher tip fee adjustment). The final arbitrated value shall be binding on the parties.

30.02.3.5 The arbitrator shall have the authority and power to award costs, including attorneys' fees and costs to the prevailing party. Unless otherwise awarded by the arbitrator, the parties shall evenly split the cost of any arbitration under this Article.

30.02.3.6 By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law.

Acknowledgement of waiver of rights to trial by jury if proceeding with binding arbitration pursuant to Section 30.02.3 of this Contract.

CITY OF OAKLAND [CONTRACTOR COMPANY]

30.02.4 During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle a party to breach, default, or fail to perform its obligations under this Contract.

Please note that the sole difference between the dispute resolution sections in the MM&O and RR Contracts is that MM&O Contract Section 30.02.3:1 specifies that valuation items in Section 7.13 and its subsections are not subject to and are excluded from, mandatory binding arbitration requirements in this Contract.



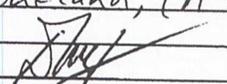
All proposers are required to note this Addendum No. 12, and sign this Addendum No. 12 and submit it with their proposal.

Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 12	DATED: 12-17-12
COMPANY / AGENCY NAME:	California Waste Solutions
COMPANY ADDRESS:	1820 - 10 th St, Oakland, CA 94607
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	
DATE:	01-09-2013



CITY OF OAKLAND



DALZIEL BUILDING · 250 Frank H. Ogawa Plaza · Suite 5301 · OAKLAND, CALIFORNIA 94612-2034

Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 13 January 3, 2013

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a 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. RFP is revised as follows:

1. Clarification: Replace the MM&O Maximum Customer Service Rates Forms on the flash drive provided in the RFP binder with the attached fill-in spreadsheets, which have increased column widths for data entry.

All proposers are required to note this Addendum No. 13, and sign this Addendum No. 13 and submit it with their proposal.

Sincerely,

Susan Kattchee, for
Susan Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 13	DATED: 1-3-13
COMPANY / AGENCY NAME:	California Waste Solutions
COMPANY ADDRESS:	1820 - 10 th St, Oakland, CA 94607
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	<i>[Signature]</i>
DATE:	01-09-2013



CITY OF OAKLAND



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
TDD (510) 238-3254

ADDENDUM NO. 14

January 8, 2013

Subject: Request for Proposals for Zero Waste Services
Collection Services – Service Groups 1 and 2
To: All Eligible Proposers

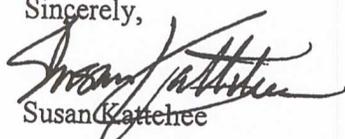
The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a part of the Request for Proposals (RFP) for the above-referenced project, and shall be subject to all applicable requirements there-under, as if originally shown and/or specified. RFP is revised as follows:

1. Clarification: The instructions for Form 2J (Emergency Service Rates) on page 3-38 of MM&O Collection Services Form 2 are modified as follows:

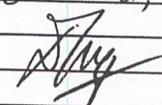
Emergency Service Rates (Form 2J). ~~The proposers Maximum Collection Service Rates shall consist of a pull rate only. This includes costs of providing Temporary Roll Off Box Collection Services including, but not limited to, Collection and franchise fee costs. Proposers should base their Maximum Collection Service Rate calculations on the service requirements set forth in the MM&O Collection Services Contract provided in Section 5 of this RFP document. Disposal will be based on actual Disposal costs. The total Customer rate will be the pull rate and Disposal. The Maximum Collection Service Rates shall include the cost to provide Equipment and/or Employee Services as indicated on Form 2J in emergency situations.~~

All proposers are required to note this Addendum No. 14, and sign this Addendum No. 14 and submit it with their proposal.

Sincerely,


Susan Katchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 14	DATED: 1-8-13
COMPANY / AGENCY NAME:	California Waste Solutions
COMPANY ADDRESS:	1820 - 10 th St., Oakland, CA 94607.
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	
DATE:	1-9-2013

Zero Waste Services RFP: Collection Services – Service Groups 1 and 2

Addendum No. 14



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