

RR COLLECTION SERVICES FORM 4
SCHEDULE K PENDING DISPUTE DISCLOSURE FORM

Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving:

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, Lease Disposition and Development Agreements and other participation agreements,
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of City facilities for a term less than thirty (30) consecutive calendar days.

Disclosure is required at the time bids, proposals or applications are due for any of the above –described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, which is involved in a pending dispute against the City of Oakland or Agency.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

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Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim against the City of Oakland?

No Yes (check one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff Persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: Agreement for Residential Recycling Services

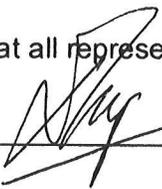
Date: 1/1/05; extended 6/16/11- 6/30/15 **Official(s), Staff Person(s) involved:** Susan Kattchee

Administering Department/Division: Public Works Agency, Environmental Services Department

Issues: In the interest of full disclosure, CWS collects from residential and small businesses in approx. half of Oakland. Payment to CWS is based on unit numbers. The parties disagree on how many multi-family units have been serviced and have corresponded on methodology for determining that number. The City and CWS are still working towards a resolution of this matter.

(check) **Additional Disputes listed on Attachment**

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: _____ 

Print Name: David Duong

Title: President/CEO Date: 01/09/2013

RR COLLECTION SERVICES FORM 5
SCHEDULE N DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.70 per hour with health benefits, or \$13.45 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and at least ten additional days per year of uncompensated time off pursuant to Section 3-B "Compensated Days Off" of the Ordinance.
- (b) Health Benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> and (2) <http://www.irs.gov/individuals/article/0,,id=96466,00.html>.
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:

Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (if less than 5, stop here)	<u>58</u>	<u>Reflects CWS Oakland Contract</u>
(2) How many of your permanent employees are paid above the Living Wage rate?	<u>58</u>	<u>Reflects CWS Oakland Contract</u>



RR COLLECTION SERVICES FORM 5 SCHEDULE N DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE							
(3) How many of your permanent employees are paid below the Living Wage rate?	0						_____
(4) Number of compensated days off per employee? (Refer to item "a" above.) -	Union	Years	Vac Wks	Sick Days	Holidays	Unpaid Leave of Absence	<u>Reflects</u> <u>CWS</u> <u>Oakland</u> <u>Contract</u>
	Local 6					30 days, can be extended by up to 30 day increments. Maximum leave 6 months	
		1 to 4	2	6	10		
		5 to 14	3				
		15+	4				
	Local 70					30 days for each 3 year of seniority. Maximum leave 6 months	
		1 to 4	2	12	10		
		5 to 9	3				
		10 to 19	4				
		20 to 24	5				
		25+	6				
	Local 1546					90 days	
		1 to 4	2	6	10		
		5 to 9	3				
		10 to 19	4				
		20 to 24	5				
		25+	6				
(5) Number of trainees in your company?	0						_____

RR COLLECTION SERVICES FORM 5
SCHEDULE N DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	<u>0</u>	_____
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The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

California Waste Solutions, Inc.

Company Name

1820 10th Street Oakland, CA 94607

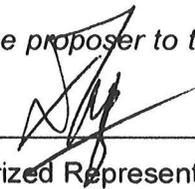
Address

(510) 832-8111

Phone

01/09/2013

Date



 Signature of Authorized Representative

David Duong

Type or Print Name

President/CEO

Type or Print Title

RR COLLECTION SERVICES FORM 6
SCHEDULE N-1 EQUAL BENEFITS - DECLARATION OF NONDISCRIMINATION/EQUAL ACCESS
Completed by the Prime RR Collection Services Contractor ONLY

Section A. Vendor / Contractor / Consultant / CFAR¹ Information

Name of Company California Waste Solutions, Inc.

Name of Company Contact John Lam

Address 1820 10th Street

City Oakland

State CA

Zip 94607

Phone Number (510) 832-8111

Fax Number (510) 832-8206

Vendor Number _____

Federal ID or Social Security Number 94-3151076

Approximate Number of Employees in the U.S. 206

Are any of your employees covered by a collective bargaining agreement or union trust fund?

Yes No (check one)

Union Name (s) Sanitary Truck Drivers and Helpers Union Local 350, Brotherhood of Teamsters Local 70, Warehouse Union Local 6 ILWU, Machinist Automotive Trades Local 1546

Section B. Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (please check one) Yes No

Does your company provide or offer access to any benefits to employees with domestic partners²? (please check one) Yes No

¹ CFAR is a City Financial Recipient.

² Domestic Partner is defined as same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry.

RR COLLECTION SERVICES FORM 6

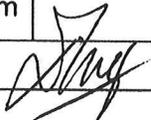
SCHEDULE N-1 EQUAL BENEFITS - DECLARATION OF NONDISCRIMINATION/EQUAL ACCESS

Completed by the Prime RR Collection Services Contractor ONLY

Section C. Compliance

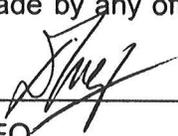
Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement(Pension, 401K, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other- Employee Life Ins. & Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other - Flexible Spending Account – Available Feb. 2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other- EE Service Reward Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature Date: 1-9-2013

RR COLLECTION SERVICES FORM 7
PROPOSER TO MAKE EXAMINATION

The proposer agrees that it has satisfied itself by proposer's own investigation and research regarding all such conditions, and that proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that the proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

Signature  Name (typed) David Duong

Title President/CEO Date 01/09/2013

RR COLLECTION SERVICES FORM 8
CERTIFICATION OF NON-GRATUITIES

TO: THE CITY OF OAKLAND

CERTIFICATION

This is a written certification, signed under penalty of perjury, stating that no Persons acting on behalf of California Waste Solutions, Inc. has paid, or offered or attempted to pay, any elected or appointed official, officer or employee of City any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Contract.

David Duong

Name

President/CEO

Title



Signature

01/09/2013

Date

RR COLLECTION SERVICES FORM 9
CONFLICT OF INTEREST

FIRM NAME: California Waste Solutions, Inc. Date: 01/09/2013

All proposers must disclose, below, the name of any officer, director, agent, or any relative of an officer, director, or agent who is an employee, elected official or appointed official of the City. Furthermore, all proposers must disclose, to the best of their knowledge, the name of any City employee, elected official or appointed official who has any direct or indirect economic interest in the proposer's firm or any of its branches or subsidiaries. "Economic interest" shall have the same meaning as that term is defined in Title 2, California Code of Regulations Sections 18703-18703.5.

The following officer, director, agent, or relative of an officer, director, or agent is an employee, elected official or appointed official of the City. *(Provide the full name of the individual, their relationship to the proposing company, and their position with the City. Indicate "None" if this is not applicable.)*

None

To the best of my knowledge, the following City employee, elected official or appointed official has a direct or indirect economic interest in this firm or any of its branches or subsidiaries. *(Provide the full name of the individual, their position with the City and their direct or indirect interest in the proposing company. Indicate "None" if this is not applicable.)*

None

David Duong

President/CEO

Name

Title

Signature



Date: 01/09/2013

RR COLLECTION SERVICES FORM 10
NON-COLLUSION AFFIDAVIT OF PROPOSER

State of CA County of Alameda

David Duong, being duly sworn, deposes and says that:

1. He/She is Owner/CEO of California Waste Solutions the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or Person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or Person to fix the price or prices in the attached RFP, or of any other proposer, or to fix any overhead, profit or cost component of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oakland, CA or any Person interested in the proposed Contract; and
5. The Maximum Recycling Service Rate proposal in the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
(Signed)

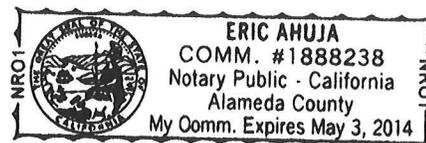
Owner/CEO

(Title)

Subscribed and sworn to before me this 06th day of JAN, 2013

[Signature]
Notary Public, State of California

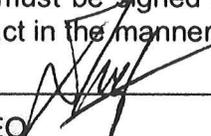
My Commission Expires: MAY 3, 2014



RR COLLECTION SERVICES FORM 11
EXCEPTIONS OR ALTERNATIVES TO CONTRACT

Proposers are to prepare the RR Collection Services Form 2: Maximum Recycling Service Rates based on the program specifications set forth in the RFP documents without considering any exceptions or alternatives that may be set forth on this form. In the event the proposer takes exception or provides alternatives to the RFP specifications they may set forth those exceptions or alternatives in the following manner.

- The exceptions or alternatives are to be presented on a separate paper titled, "Exceptions or Alternatives to Contract".
- Each exception or alternative must be presented separately by stating: the specific exception or alternative, the page and line numbers of the exception or alternative, the suggested changes to the program related to the exception or alternative, the suggested changes in the Contract language related to the exception or alternative, the manner in which the proposed change would benefit the City, the Customers or both, and the specific dollar change in the Maximum Recycling Service Rates, as proposed by the proposer in this RFP, which would take place if the exception or alternative was accepted by the City.
- The exceptions or alternatives must be followed with the following language without exception.
- "Except as set forth above, the proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Contract. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the RR Collection Services set forth in the Contract under whatever circumstances may develop other than as herein provided."
- The form must be signed by an individual authorized to commit the proposer's firm to the Contract in the manner set forth below.

Signature  Name (typed) David Duong
Title President/CEO Date 01-09-2013

Please note that if exceptions or alternatives are taken, all required information as set forth above must be submitted. Exceptions or alternatives taken without providing the required information will not be considered.

Please see the following pages with exceptions to the RR Collection Services RFP respectfully submitted by CWS. There is one (1) page attached to this page. Page and line number references are referenced from RFP Addendum No. 11.

