



# City of Oakland, Zero Waste Services

Mixed Materials & Organics Collection Services  
Service Group 1

09 January 2013



Presented to The City of Oakland,  
Office of the Public Works Agency

Presented by Waste Management of Alameda County, Inc  
172 98<sup>th</sup> Avenue, Oakland, CA 94603



*Waste Management of Alameda County, Inc. is honored to be presenting to the City of Oakland the privilege to retain mixed materials & organics collection services for the City.*

***On the cover:***

*Waste Management of Alameda County employs not just people but generations of people.*

*(L-R) WMAC Container Welder Aaron Brown & his mother, WMAC Customer Experience Manager Karen Brown, WM Mechanic (Retired) Jeff Huesler Sr. & his son, WM Mechanic Jeff Huesler Jr., WMAC Driver Dave Dutra & his son, WM Driver Adam Dutra.*



***“WE ARE OAKLAND”***

*Waste Management of Alameda County commissioned local art entity Oaklandish to create a special logo to represent our relationship with the City and our efforts to help attain its Zero Waste goal.*

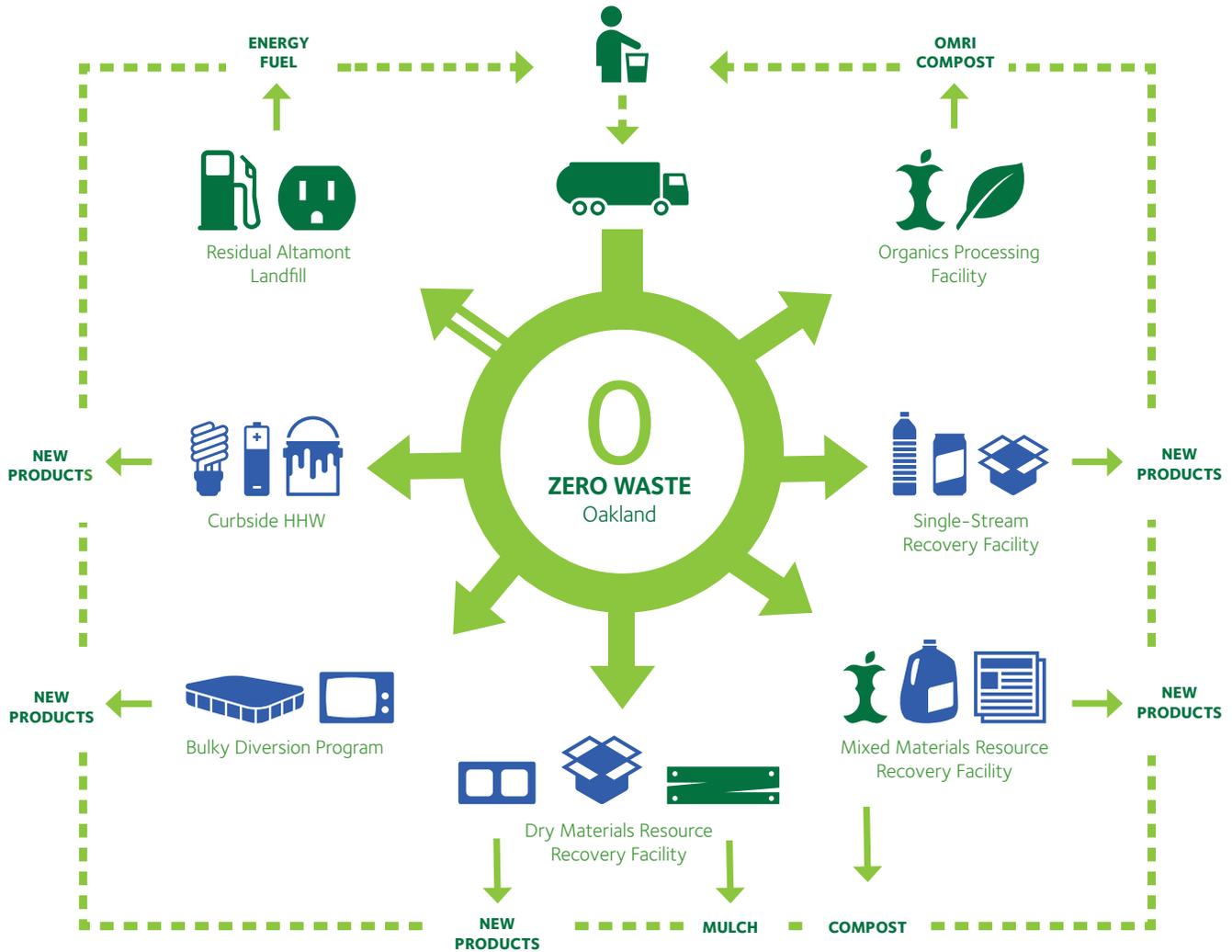


# CITY OF OAKLAND, ZERO WASTE SERVICES

MIXED MATERIALS & ORGANICS COLLECTION SERVICES - SERVICE GROUP 1

09 JANUARY 2013

WMAC IS CLOSING THE LOOP ON THE CITY OF OAKLAND'S MATERIALS



**Presented to**  
 The City of Oakland  
 Office of the Public Works Agency  
 250 Frank H. Ogawa Plaza, Suite 4313  
 Oakland, California, 94612-2034

**Presented by**  
 Waste Management of Alameda County, Inc.  
 Barry Skolnick, Area Vice President  
 172 98<sup>th</sup> Avenue  
 Oakland, CA 94603  
 (510) 613-2112  
 bskolnic@wm.com



WE ARE OAKLAND logo designed by Oaklandish especially for WMAC's proposal effort.

**THINK GREEN.®**





*When I watched my grandfather's horse-drawn wagon pull into the yard at night, I never dreamed that one day my son could drive a truck powered by garbage. Oakland Scavenger has come a long way, but it never forgot its roots—reuse and recycle.*

– Albert Isola, Retired  
Oakland Scavenger, 1936 to 1978



*Powering vehicles with clean-burning fuel made from local residents' waste is the essence of Zero Waste. Creating a healthier environment for the benefit of the greater community is a true measure of corporate responsibility.*

– Richard E. Battersby, Director  
East Bay Clean Cities Coalition



# 1. COVER LETTER, SURETY, ADDENDA, ETC.

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## 1.1 COVER LETTER

January 9, 2013

To: Honorable Mayor Jean Quan-City of Oakland  
Honorable Members of the City Council of Oakland  
Mr. Garrett Fitzgerald- Zero Waste Services RFP Process Coordinator

Office of the Public Works Agency  
250 Frank H. Ogawa Plaza, Suite 4313  
Oakland, California, 94612-2034

**RE: Response to “City of Oakland, Request for Proposals for Zero Waste Services, Service Group 1**  
Waste Management of Alameda County, Inc. (WMAC) fka Oakland Scavenger Company, its predecessor, a wholly owned subsidiary of WM Holdings, Inc., (Waste Management), is pleased to provide our complete submittal in response to the Request for Proposals for Zero Waste Services, Service Group 1.

WMAC is committed to helping the City of Oakland meet its zero waste goals with new community-based programs, increased investment in local facilities, focus on local job creation and leading edge technology. Our programs will ensure that we meet and exceed the expectations of the City, and we have the best people in the industry coupled with strong capital resources that will make our plan a reality for the City.

WMAC is the only company that understands the City of Oakland well enough to implement a grass roots campaign that transforms the City--neighborhood by neighborhood, business district by district, building by building--into a place where zero waste behaviors are the norm. We've spent the last 100 years building a strong foundation, and we are committed to continue for the next 20 years.

As the incumbent, WMAC is the only company that can guarantee continuity of service and avoid the service interruptions that can be involved in any transition. Continuing WMAC's services ensures that residents, businesses, and, consequently, City staff and leaders will not experience any issues related to a solid waste management transition. WMAC will be ready on day one to start building on and improving programs to increase diversion. Only WMAC can offer the City a seamless transition and existing infrastructure of world class facilities to achieve zero waste diversion goals on the first day of the contract.

WMAC is excited for the opportunity to continue this journey. We have laid the following global strategies that will build upon this successful partnership:

- **New Quality Jobs** -The 50% Hire Oakland Initiative will add at least 65 new jobs for Oakland residents. Our investments will also add additional direct and indirect jobs that are currently estimated at 491 positions.

- **Maximize Local Business Presence - WMAC's "Buy Oakland Vendor Program"** - We will Increase our spend with City of Oakland businesses and organizations by 30%. We currently spend \$67 million on an annual basis, and this amount will continue to grow.
- **Investment in Oakland's Zero Waste Future, Commitment to the City of Oakland** - WMAC will invest \$67.2M in the region upgrading facilities and generating an additional \$110 million in economic activity.
- **Innovative Technology and Social Media Platforms for Grassroots Marketing** - Waste Management ensures social equity in our communities through living wages, strong labor relationships, fees for Open Space, commitment to safety, endowments, and community partnerships. We will continue to strengthen our roots in the community.
- **A Seamless Transition that Minimizes Disruption to Residents and City Staff** - On day one of the contract, we will be prepared to begin meeting the Zero Waste diversion goals the City has established.

We strongly believe that WMAC is the best fit to lead the next generation of programs and facilities for the City of Oakland's goal to meet zero waste. We have the people resources, capital commitment and most importantly, a strong partnership created over our 100 year history. Let's continue our journey together.

WMAC respectfully submits the following required information per RFP section 3.3.2.1.1 "Cover Letter":

***Name, addresses, telephone number, and email address of proposer's key contact person:***

Barry Skolnick, Area Vice President | Waste Management of Alameda County, Inc.  
172 98<sup>th</sup> Avenue | Oakland, CA 94603 | 510 613 2112

Please note that Barry Skolnick serves as both Area Vice President with Waste Management, Inc. and President of Waste Management of Alameda County, Inc. For further information, please see the attached certificate from Secretary, Lynn Smith.

***Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) submitting proposals.***

Waste Management of Alameda County, Inc. is the organization submitting the proposal in response to City of Oakland, Request for Proposals for Zero Waste Services Service Group 1 and 2. WMAC and its predecessor, Oakland Scavenger, has operated in Oakland for 100 years, continuously providing the City of Oakland with waste, recycling and disposal services. In 1926, Oakland Scavenger became a California corporation and has continuously operated through its stock purchase acquisition by Waste Management of Alameda County, Inc. in 1985. Waste Management of Alameda County, Inc., a California Corporation, is in good standing.

***Name of the entity that will sign the MM&O Collection Services Contract, in the event one is awarded.***

Waste Management of Alameda County, Inc. (WMAC) will sign the contract.

***A written statement certifying that the proposer has examined, understood, and agreed to all requirements set forth in the MM&O Collection Services Contract.***

Waste Management of Alameda County, Inc. has carefully examined, understands, and agrees to provide the scope of the RFP and to meet the requirements of the MM&O contract without reservation, unless it has specifically asked for clarification on singular points in this response.

*A written statement warranting that the requirements of the Disposal Services Contract as described in this RFP document, its enclosures, attachments, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the proposer has conducted all due diligence necessary to confirm material facts upon which the proposal is based.*

Waste Management of Alameda County, Inc. has received:

Release Date	Document(s)
September 21, 2012	Addendum #1 to Collection Services portion of the Zero Waste RFP, replacing RFP Sections 1-4 in their entirety
September 28, 2012	Addendum #2 to the Collection Services portion of the Zero Waste RFP, providing Addendum #2 Responses to Questions Received from Eligible Proposers, revising MM&O Collection Services RFP Form 14 and RR Collection Services RFP Form 14, and adding MM&O Collection Services RFP Form 13A and RR Collection Services RFP Form 13A;
October 4, 2012	Addendum #3 to the Collection Services portion of the Zero Waste RFP, providing: Addendum #3 Responses to Questions Received from Eligible Proposers; revising MM&O Maximum Customer Service Rates Forms, Collection Services RFP Attachment 1D, and Collection Services RFP Table 2-1; and adding MM&O Collection Services RFP Attachment 1F, Attachment 1G, Attachment 3, and Attachment 4.
October 10, 2012	Addendum #4 to the Collection Services portion of the Zero Waste RFP, providing Addendum #4 Responses to Questions Received from Eligible Proposers; and adding Attachment 5 and Attachment 6.
October 15, 2012	Addendum #5 to the Collection Services portion of the Zero Waste RFP, providing Addendum #5 Responses to Questions Received from Eligible Proposers; and revising Mixed Materials and Organics Collection Services Contract Exhibit 8, Table B.
October 17, 2012	Addendum #6 to the Collection Services portion of the Zero Waste RFP, providing Addendum #6 Responses to Questions Received from Eligible Proposers; and revising RR Collection Form 2C and MM&O Collection Forms 2A, 2I and 2K.
October 23, 2012	Addendum #7 to the Collection Services portion of the Zero Waste RFP, providing Addendum #7 Responses to Questions Received from Eligible Proposers.
October 26, 2012	Addendum #8 to the Collection Services portion of the Zero Waste RFP, providing Addendum #8 Responses to Questions Received from Eligible Proposers; and adding Attachment 7.
October 30, 2012	Addendum #9 to the Collection Services portion of the Zero Waste RFP, providing Addendum #9 Responses to Questions Received from Eligible Proposers; revising MM&O Services Contract Exhibit 8 Table B; and adding Attachment 8.
November 7, 2012	Addendum #10 to the Collection Services portion of the Zero Waste RFP, providing Addendum #10 Responses to Questions Received from Eligible Proposers; and revising RR Collection Form 2A; MM&O Collection Forms 12A-C; and MM&O Contract Exhibit 2.
November 16, 2012	Addendum #11 to the Collection Services portion of the Zero Waste RFP, revising the due date for proposals to January 9, 2013, and providing red-lined versions of the complete RFP (including forms) and contract, and Attachment 9.
December 18, 2012	Addendum #12 to the Collection Services portion of the Zero Waste RFP, revising dispute resolution language for both collection contracts.

Waste Management of Alameda County, Inc. warrants the requirements of the MM&O Contract as described in this RFP document, its enclosures, attachments, and all addenda listed above, have been thoroughly reviewed, and it has conducted all due diligence necessary and available to confirm material facts upon which the proposal is based.

*A written statement acknowledging that, should the City award the MM&O Collection Services Contract to the proposer, a payment in the amount set forth in Section 3.1.19.1 of this RFP will be paid by the proposer to the City for reimbursement of the cost of this procurement within thirty (30) days of the execution of the MM&O Collection Services Contract. Failure to provide this statement or taking exception to this requirement will result in disqualification.*

Upon award and execution of the MM&O Collection Services Contract to WMAC, Waste Management of Alameda County, Inc. will reimburse \$750,000 to the City to cover the cost of this procurement within thirty days. It is understood that failure to do so will result in disqualification.

*A written statement acknowledging the validity of the proposal 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.*

Waste Management of Alameda County, Inc. represents all information contained in this proposal is factual and accurate to the extent known. The attached response to the RFP follows the guidelines of the City's request. WMAC warrants the enclosed proposal will remain in valid through June 30, 2015, or such earlier time as the proposed Maximum Collection Service Rates may be adjusted by the City.

WMAC looks forward to your review of the proposals. We strongly feel that we are the only company that can fulfill the City's needs. We have presented a response, which will meet and exceed Oakland's goals, concerns, and objectives regarding this proposal. We look forward to discussing our proposal with the City. Please do not hesitate to contact me if you have any questions regarding our submission.

Sincerely,



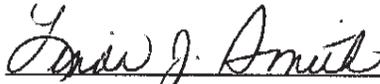
Barry Skolnick  
Area President

**CERTIFICATE**

The undersigned, Linda J. Smith, Secretary of Waste Management of Alameda County, Inc., a California corporation (the "Company"), does hereby certify as follows:

1. That Barry S. Skolnick holds the position of President of the Company; and
2. That Robert E. Longo holds the position of Vice President and Assistant Secretary of the Company; and
3. That in such capacity each is authorized, in accordance with appropriate corporate policies and procedures, to execute and deliver documents on behalf of the Company.

Effective as of the 18th day of December, 2012.



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Linda J. Smith, Secretary

**1.2 PROPOSAL SURETY**

*In order to propose on Service Group 1 - MM&O Collection Services proposers must submit a One Hundred Thousand Dollar (\$100,000) proposal surety in accordance with Section 3.2.15 of this RFP.*

On the following pages, please find WMAC's proposal surety--provided in accordance with Section 3.2.15 of this RFP.



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**MM&O COLLECTION SERVICES FORM 3  
PROPOSAL BOND FORM**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Waste Management of Alameda County, Inc.

Liberty Mutual Insurance Company

(hereinafter called the principal), as principal and \_\_\_\_\_ a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the City of Oakland, a municipal corporation, (hereinafter called the Obligee) in the just and full sum of One Hundred Thousand Dollars (\$100,000) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit the oblige a proposal for MM&O Collection Services.

In accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the proposal as submitted by the said principal shall be accepted, and the Contract for such work or supplies be awarded to the principal, and the said principal shall fail, neglect or refuse to enter into a Contract to perform said work or deliver said supplies, and furnish good and sufficient bond therefore, then the amount of this bond shall be declared to be forfeited to said obligee City of Oakland as liquidated damages, it being agreed that said City will suffer damages as a result of such failure, neglect or refusal of the principal and that such damages are and will continue to be, impracticable and extremely difficult to determine.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 12th day of December, 2012.

Waste Management of Alameda County, Inc.

By: Stephanie Wiggins  
Stephanie Wiggins, Attorney-in-Fact  
Liberty Mutual Insurance Company

(Acknowledgment of Surety is required.  
See reverse side.)

By: Lupe Tyler  
Lupe Tyler, Attorney-in-Fact

CT

MM&O COLLECTION SERVICES FORM 3  
PROPOSAL BOND FORM

ACKNOWLEDGMENT

TEXAS

State of ~~California~~ <sup>TEXAS</sup>, County of ~~LOS ANGELES~~ <sup>HARRIS</sup>

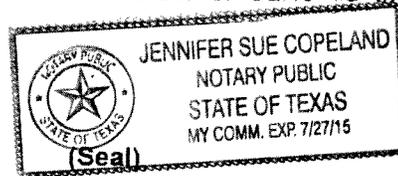
Jennifer Sue Copeland

On 12/12/12 before me, Jennifer Sue Copeland (Insert name and title of the officer) personally appeared, Lupe Tyler, Attorney-in-Fact who proved to on the basis of satisfactory evidence to be the Person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their authorized capacity(ies), and that on the instrument the Person(s), or the entity upon behalf of which the Person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Sue Copeland



Proposal BOND					to CITY OF OAKLAND A Municipal Corporation	Dated <u>12/12/12</u> , 2012	
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CERTIFICATE OF ACKNOWLEDGEMENT OF PRINCIPAL

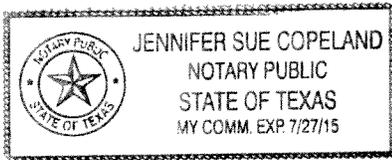
State of TEXAS;

County of HARRIS;

On this 12<sup>th</sup> day of December, 2012, before me personally appeared Stephanie Wiggins, to me personally known, who being by me duly sworn did say that he/she is the Attorney-in-Fact of Waste Management of Alameda County, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of the corporation and that he/she acknowledged the instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 12<sup>th</sup> day of December, 2012.

SEAL



Jennifer Sue Copeland  
Notary Public in and for  
The State of TEXAS  
My Commission expires: 07/27/2015

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

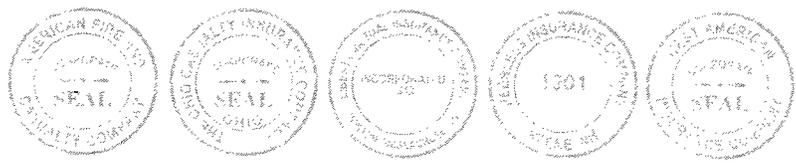
Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **DONNA L. WILLIAMS; JENNIFER COPELAND; LISA A. WARD; LUPE TYLER; MARGARET BUBOLTZ; MICHAEL J. HERROD; NANCY THOMAS; U. THERESA GARDNER; WENDY W. STUCKEY** .....

all of the city of HOUSTON, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of July, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 25th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13<sup>th</sup> day of December, 2012.



By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Margaret Buboltz, Jennifer S. Copeland, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, Stephenie Whittington, and Stephanie Wiggins of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

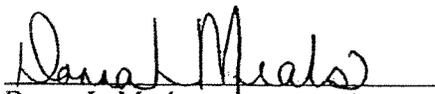
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 12th day of December, 2012.

Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Devina A. Rankin  
Vice President and Treasurer



### 1.3 PERFORMANCE SECURITY COMMITMENT LETTER

*In order to propose on Service Group 1 ;V MM&O Collection Services, proposers must submit a Seven Million Dollar (\$7,000,000) Performance Bond Commitment Letter or a letter stating that the proposer will provide a Letter of Credit in accordance with the requirements of Section 24.03 of the MM&O Collection Services Contract.*

On the following pages, please find WMAC's letter of performance security--provided in accordance with Section 24.03 of this RFP.





Date: December 12, 2012

To: City of Oakland  
250 Frank Ogawa Plaza #5301  
Oakland, CA 94612

**Principal:** Waste Management of Alameda County, Inc.  
**Bid Date:** 12/12/2012  
**Description:** Mixed Materials and Organic Collection Services

Dear Sir/Madam:

We, Liberty Mutual Insurance Company, hereby agree that in the event an award is made to Waste Management of Alameda County, Inc. on the project as captioned and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment bonds that may be required.

Sincerely,  
Liberty Mutual Insurance Company



Lupe Tyler  
Attorney-in-Fact

American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, DONNA L. WILLIAMS; JENNIFER COPELAND; LISA A. WARD; LUPE TYLER; MARGARET BUBOLTZ; MICHAEL J. HERROD; NANCY THOMAS; U. THERESA GARDNER; WENDY W. STUCKEY

all of the city of HOUSTON, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of July, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company
By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 25th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 2012.



By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

#### 1.4 RECEIPT OF ADDENDA

*Proposers shall acknowledge receipt of each addendum to this MM&O Collection Services portion of the Zero Waste Services RFP by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.*

On the following pages, please find signed copies of Addenda 1 through 14 to the Zero Waste Services RFP.



# CITY OF OAKLAND



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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](http://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

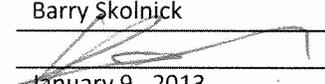
All proposers are required to note this Addendum No. 1, and sign this Addendum No. 1 and submit it with their proposal.

Sincerely,

  
Susan Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 1	DATED: 9-5-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

---



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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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**

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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.

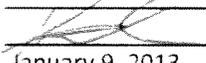
Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 2	DATED: 9-28-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

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# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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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:

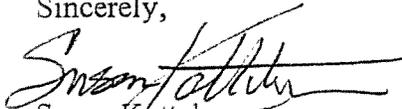
1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP:
  - Attachment 3 (City Facilities with Service Levels), as referenced in the City response to Question #11 in the attached 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.

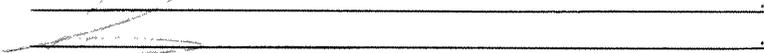
Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 3	DATED: 10-4-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

---



# CITY OF OAKLAND



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Environmental Services Division

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## 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 Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 4	DATED: 10-10-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

---



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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## 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 Kattchee

Zero Waste Services RFP Project Manager

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ADDENDUM NO. 5      DATED: 10-15-12  
COMPANY / AGENCY NAME: Waste Management of Alameda County, Inc  
COMPANY ADDRESS: 172 98th Avenue, Oakland, CA 94603  
REPRESENTATIVE'S NAME: Berry Skotnick  
SIGNATURE: [Signature]  
DATE: January 9, 2013



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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## 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**

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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 Kattchree

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 6	DATED: 10-17-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

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# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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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 Kattchee

Zero Waste Services RFP Project Manager

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ADDENDUM NO. 7	DATED: 10-23-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 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 Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 8      DATED: 10-26-12

COMPANY / AGENCY NAME:      Waste Management of Alameda County, Inc.

COMPANY ADDRESS:      172 98th Avenue, Oakland, CA 94603

REPRESENTATIVE'S NAME:      Barry Skolnick

SIGNATURE:     

DATE:      January 9, 2013

---



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

FAX (510) 238-7286  
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 Kattchee

Zero Waste Services RFP Project Manager

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ADDENDUM NO. 9	DATED: 10-30-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 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,

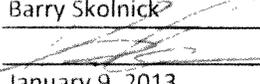
A handwritten signature in black ink that reads "Susan Kattchee".

Susan Kattchee

Zero Waste Services RFP Project Manager



---

ADDENDUM NO. 10	DATED: 11-7-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 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. 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:

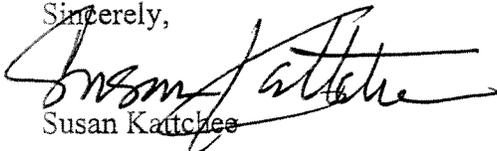
1. Amended: Proposal Due Date of December 12, 2012 changed to January 9, 2013.
2. Clarification: Attached are redline versions of RFP documents that show revisions made by RFP addendum, in response to questions and to correct errors (e.g., typos), as follows: Collection Services RFP (including RFP forms), 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.

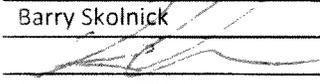
All proposers are required to note this Addendum No. 11, and sign this Addendum No. 11 and submit it with their proposal.

Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 11	DATED: 11-16-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013



# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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## 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 CONTRACTOR 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:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013



# CITY OF OAKLAND



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## 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

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ADDENDUM NO. 13	DATED: 1-3-13
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

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## 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:	Waste Management of Alameda County Inc
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603.
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013



