



# CALIFORNIA WASTE SOLUTIONS

## CITY OF OAKLAND ZERO WASTE SERVICES

Disposal Services  
Service Group 3



"We are absolutely committed to providing our customers with exceptional service, protecting the environment, caring for our employees in the best ways possible and keeping our facilities in peak operating condition." – David Duong, CEO

CALIFORNIA WASTE SOLUTIONS, Inc.

Disposal Services

California Waste Solutions, Inc.

1820 10th Street  
Oakland, CA 94607

Phone: 510.832.8111 / Fax: 510.832.8206  
[www.calwaste.com](http://www.calwaste.com)

© 2014 California Waste Solutions, Inc.

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

Printed on 30% recycled paper.

Binder composed of recycled materials

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## 1. INTRODUCTION

### 1.1. Cover Letter

June 13, 2014

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



Dear Mr. Fitzgerald,

California Waste Solutions, Inc. (CWS) is pleased to submit this Best and Final Offer for Disposal Services (Service Group 3) to the City of Oakland. These offers are made in accordance with the unanimously passed motion at the May 29, 2014, Oakland City Council Meeting to continue the consideration of the award of the Zero Waste Contracts to a future meeting and direct staff to allow bidders to submit new (best and final) bids to include all components including EBMUD, mixed materials, organics, recycling and landfill comparable in scope to the Waste Management proposal. Council further requested bidders be allowed to include additional components including but not limited to cost saving elements, at the bidders discretion. The motion passed by 8 Ayes.<sup>1</sup> CWS's response also addresses City Staff's instruction circulated on June 4, 2014.

#### **CWS' BAFO – Changes in Response to City Council Direction**

In light of the City Council's mandate to the bidders, CWS rolled up its sleeves and worked hard over the brief time between the City Council's Motion and June 13, to reduce costs to rate payers by lowering the cost of disposal. CWS, working with Republic Services, proposes to dispose of mixed materials at either one of its two permitted and operating landfills in the region to achieve a lower rate for disposal than has been offered by WMAC. The lower disposal cost translates to a savings of approximately \$26 million<sup>2</sup> over twenty years for Oakland.

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<sup>1</sup> Text or Motion taken from e-mail dated June 2, 2014 from LaTonda Simmons to Henry Gardner, Fred Blackwell, and Brooke Levin.

<sup>2</sup> Assumes 3 percent per year escalation for tonnages CWS estimates will be transported to landfill for disposal.

Importantly, CWS's BAFO does not preclude the City from selecting CWS for RR and MMO while electing to use WMAC's higher cost landfill alternative. If the City chooses that option, CWS is willing to incorporate the additional cost and follow the City's direction with respect to disposal. CWS notes that the City Council could simply reject the WMAC proposal for disposal along with CWS' new proposal and open up a round of bidding for disposal which could be easily completed in advance of the July 1, 2015 start date of the new MMO and RR contracts.

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

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

### **Local Firm – Committed to Oakland**

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

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

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

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

### **CWS: Proven Experience and Entrepreneurship**

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

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

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

### **Strong Team with Complementary Expertise**

CWS' partnership with Republic Services Group will provide lower-cost disposal and lower costs to ratepayers than the City's other landfill under consideration. Republic Services is one of America's largest non-hazardous solid waste services and recycling companies, and Republic Services is a proud partner in the community. The infrastructure available at the Vasco Road Landfill enables the facility to provide the scope of services requested.

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

compliance. Our transition team is led by these company owners and includes our capable internal staff and specialty consultants.

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

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

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

**Table 1 Addenda Received**

Date of Release	Addendum #
August 13, 2012	Addendum 1
September 4, 2012	Addendum 2
September 21, 2012	Addendum 3
September 28, 2012	Addendum 4
October 29, 2012	Addendum 5
November 16, 2012	Addendum 6
December 18, 2012	Addendum 7

Should the City of Oakland award the Disposal Services Contract to CWS, CWS will make a payment in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000), as set forth in the RFP (amended in Addendum #3), for reimbursement of the cost of this procurement within thirty (30) days of execution of the contract.

CWS also hereby acknowledges the validity of this proposal's contents, including the proposed Disposal Tipping Fee, through June 30, 2016 or such earlier time as the proposed Disposal Tipping Fee may be adjusted by the City.

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

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

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

Sincerely,  
**California Waste Solutions, Inc.**



David Duong  
President and CEO

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**1.2. Proposal Surety**

1051

DISPOSAL SERVICES FORM 3  
PROPOSAL BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT California Waste Solutions, Inc.

\*\*Hartford Fire 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 CT, 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 obligee a proposal for Disposal 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 9 day of June, 2014

California Waste Solutions, Inc.

By

By

Elizabeth Collodi,

Attorney-in-Fact

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

**DISPOSAL SERVICES FORM 3  
PROPOSAL BOND FORM**

**ACKNOWLEDGMENT**

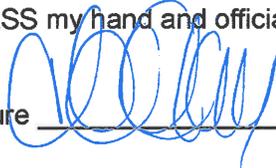
State of California, County of Butte

On 6/9/14 before me, A. Abney, Notary Public, personally appeared, Elizabeth Colodi 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.

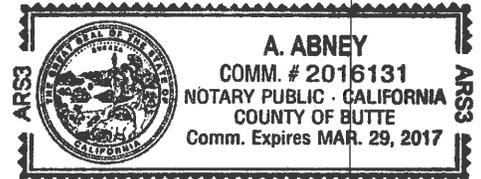
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



<b>Proposal BOND</b>					<b>to CITY OF OAKLAND A Municipal Corporation</b>	Dated _____, 2012	
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1052

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 57 123679

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

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

JOHN HOPKINS, B.G. MIDSTOKKE, RICHARD W. PRATT OF SACRAMENTO CA,  
BOBBIE BEENY, ELIZABETH COLLODI, JENNIFER LELOUARN, RENEE RAMSEY OF  
CHICO, CALIFORNIA

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

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



*Wesley W. Cowling*  
Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*  
M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

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



*Kathleen T. Maynard*  
Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2014  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*  
Gary W. Stumper, Vice President



June 9, 2014

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

RE: California Waste Solutions, Inc.  
Zero Waste Services Disposal Services – Service Group 3

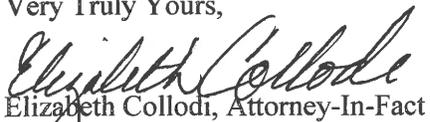
To Whom It May Concern:

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

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

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

Very Truly Yours,

  
Elizabeth Collodi, Attorney-In-Fact  
Hartford Fire Insurance Company

The Hartford  
Bond Department  
595 Market Street  
5<sup>th</sup> Floor  
San Francisco, CA 94105

Phone 303-645-8618  
Fax 866-534-0254

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On June 9, 2014 before me, A. Abney, Notary Public  
(Here insert name and title of the officer)

personally appeared Elizabeth Collodi,

who proved to me 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~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

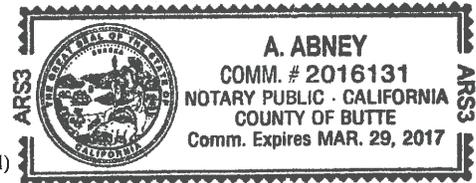
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond Commitment Letter- City of Oakland

(Title or description of attached document)

California Waste Solutions, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 06/09/14

Hartford Fire Insurance Company

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - \*.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - \*.- Indicate title or type of attached document, number of pages and date.
  - \*.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 57 123679

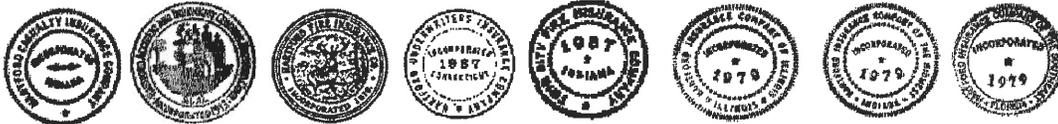
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having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

JOHN HOPKINS, B.G. MIDSTOKKE, RICHARD W. PRATT OF SACRAMENTO CA,  
BOBBIE BEENY, ELIZABETH COLLODI, JENNIFER LELOUARN, RENEE RAMSEY OF  
CHICO, CALIFORNIA

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

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



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2014  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

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**1.3. Performance Security Commitment Letter**

June 13, 2014

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



RE: Performance Security Commitment Letter for Service Group 3 Disposal Services Contract

Dear Mr. Fitzgerald,

California Waste Solutions, Inc. (CWS) herein states that it will provide a Performance Bond for the Service Group 3 Disposal Services Contract in the amount of Five Million Dollars (\$5,000,000) in accordance of the requirements of Section 8.01 of the Disposal Services Contract.

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

Sincerely,

**California Waste Solutions, Inc.**



David Duong  
President and CEO

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**1.4. Receipt of Signed Addenda**

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# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 1

August 13, 2012

**Subject:** Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3  
**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: RFP Section 1.4 is revised as follows to clarify that Disposal Site Information is due on Friday, August 17, 2012:

### PROCUREMENT SCHEDULE

The City plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole option of the City.

TABLE 1-1 PROCUREMENT SCHEDULE (FOR ALL SERVICE GROUPS)	
Activity	Date
Mandatory RFP Release Meeting for Disposal Services	August 3, 2012
Last Day to Receive Disposal Site Information	August 15 <del>17</del> , 2012
Mandatory RFP Release Meeting for Collection Services	September 5, 2012
Mandatory Pre-Proposal Meeting for Disposal Services and Collection Services	September 26, 2012
Last Day for Proposers to Submit Questions	October 10, 2012
Last Day to Receive Partnership/Joint Venture Disclosure Notification	October 31, 2012
Disposal and Collection Services Proposals Due	December 12, 2012
Interviews and Site Visits	March 2013
Memo Notification of Top-Ranked Proposals Released	April 2013
Recommendations to City Council of Top Ranked Proposals	May 2013
Begin Operations	July 1, 2015



2. Clarification: RFP Section 1.5 is revised as follows to clarify that Disposal Site Information is due on Friday, August 17, 2012:

**DISPOSAL SITE INFORMATION AND DUE DATE**

Proposers intending to submit a proposal to provide Disposal Services must provide the following information no later than 4:00 p.m. PDT on Friday, August 17, 2012.

- Name of Disposal Facility;
- Address of Disposal Facility;
- Name of facility where materials may be delivered if different from the Disposal Facility; and
- Address of facility where materials may be delivered if different from the Disposal Facility.

This information will be included in the Collection Services portion of the Zero Waste Services RFP and will be kept confidential until September 5, 2012 when part 2 of the Zero Waste Services RFP will be released.

The information shall be provided in writing or by email to:

Ric Hutchinson  
R3 Consulting Group, Inc.  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
[rhutchinson@r3cgi.com](mailto:rhutchinson@r3cgi.com)

**Failure to provide this information in the time and manner set forth above will result in the disqualification of a proposer and their proposal to provide Disposal Services will not be accepted.**

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

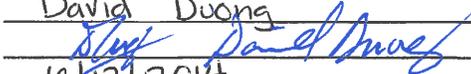
Sincerely,



Susan Katchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 1	DATED: 8-13-12
COMPANY / AGENCY NAME:	California Waste Solutions, Inc.
COMPANY ADDRESS:	1820 10 <sup>th</sup> Street, Oakland, CA 94607
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	
DATE:	8/12/2014



# 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. 2 September 4, 2012

**Subject: Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3**  
**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: Disposal Services RFP Form 5 (Schedule N Declaration Of Compliance With Living Wage Ordinance) is replaced with the attached “Disposal Services Form 5 - REVISED”.
2. Addition: The attached “Disposal Services Form 14” (Combined Schedule C-1, P, V) is added to the RFP.

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

Sincerely,

Susan Kettehee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 2      DATED: 9-4-12  
COMPANY / AGENCY NAME: California Waste Solutions, Inc.  
COMPANY ADDRESS: 1820 10<sup>th</sup> Street, Oakland, CA 94607  
REPRESENTATIVE'S NAME: David Duong  
SIGNATURE:   
DATE: 6/12/14



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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

## **ADDENDUM NO. 3** **September 21, 2012**

**Subject: Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3**  
**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 Disposal Services Eligible Proposers is added to the RFP.
2. Clarification: Replace the Disposal 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 Disposal Services RFP Form 1 (Disposal Tipping Fee Proposal and Payment to City: Summary and Signature), as referenced in the City response to Question #11 in the attached City Response to Questions Received from Disposal Services RFP Eligible Proposers
  - Revised Disposal Services RFP Form 2 (Disposal Tipping Fee), as referenced in the City response to Question #5 in the attached City Response to Questions Received from Disposal Services RFP Eligible Proposers
  - Revised Disposal Services RFP Form 5 (Schedule N Declaration Of Compliance With Living Wage Ordinance), as referenced in previously-issued Disposal Services RFP Addendum #2 dated September 4, 2012
  - Revised title of Disposal Services RFP Form 11 as follows: Exceptions or Alternatives to Contract
  - Addition of Disposal Services Form 14 (Combined Schedule C-1, P, V), as referenced in previously-issued Disposal Services RFP Addendum #2 dated September 4, 2012
3. Clarification: Disposal Services Contract Exhibit 1 is replaced with the attached revised version, as referenced in the City response to Question #5 in the attached City Response to Questions Received from Disposal Services RFP Eligible Proposers
4. Clarification: Disposal Services Contract RFP Attachment 1D is replaced with the attached revised version, as referenced in the City response to Question #48 in the attached City Response to Questions Received from Disposal Services RFP Eligible Proposers



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

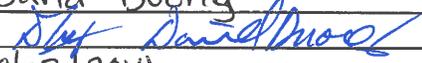
Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 3	DATED: 9-21-12
COMPANY / AGENCY NAME:	California Waste Solutions, Inc.
COMPANY ADDRESS:	1820 10 <sup>th</sup> Street, Oakland, CA 94607.
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	
DATE:	10/12/2014



# 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. 4 September 28, 2012

**Subject:** Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3  
**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 Disposal Services RFP Eligible Proposers is added to the RFP. 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: 9-28-12
COMPANY / AGENCY NAME:	California Waste Solutions, Inc.
COMPANY ADDRESS:	1820 10 <sup>th</sup> Street, Oakland, CA 94607
REPRESENTATIVE'S NAME:	David Duong
SIGNATURE:	
DATE:	10/12/2014



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 5

October 29, 2012

**Subject:** Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3  
**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 Disposal Services RFP Eligible Proposers is added to the RFP. All proposers are required to note this Addendum No. 5, and sign this Addendum No. 5 and submit it with their proposal.

Sincerely,

Susan Kattochee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 5      DATED: 10-29-12

COMPANY / AGENCY NAME: California Waste Solutions, Inc.

COMPANY ADDRESS: 1820 10<sup>th</sup> Street, Oakland, CA 94607.

REPRESENTATIVE'S NAME: David Duong

SIGNATURE:

DATE: 10/12/2014



# CITY OF OAKLAND



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Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 6 November 16, 2012

**Subject:** Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3  
**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. Amended: Proposal Due Date of December 12, 2012 is changed to January 9, 2013.
2. Clarification: Attached are redline versions of the Disposal Services RFP (including RFP forms) and Disposal Services Contract, which incorporate revisions made by RFP addendum in response to questions and to correct errors (e.g., typos).
3. Clarification: Replace the Disposal Services RFP forms on the flash drive provided in the RFP binder on August 3, 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: The redline version of the Disposal Services Contract issued per this Addendum No.6 includes a new Section 5.19.1, which was not included in any prior addendum.
5. Clarification: The redline version of the Disposal Services Contract issued per this Addendum No.6 includes revision to Section 6.02.1 Changes in Government Fee Elements, which was not included in any prior addendum.

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

Sincerely,

  
Susan Kattchee

Zero Waste Services RFP Project Manager



ADDENDUM NO. 6      DATED: 11-16-12  
COMPANY / AGENCY NAME:      California Waste Solutions, Inc.  
COMPANY ADDRESS:      1820 10<sup>th</sup> Street, Oakland, CA 94607.  
REPRESENTATIVE'S NAME:      David Duong  
SIGNATURE:      *David Duong*  
DATE:      10/12/2014



# 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. 7 December 17, 2012

**Subject:** Request for Proposals for Zero Waste Services  
Disposal Services – Service Group 3  
**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: Disposal Contract Article 32 Dispute Resolution has been added, as follows:

### ARTICLE 32. DISPUTE RESOLUTION

32.02 Dispute Resolution. Except for a CONTRACTOR Default under Article 11, and except as provided below in section 32.02.3, 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:

32.02.1 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.

32.02.2 Mediation. 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.

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

32.02.2.2 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 and a mediator chosen pursuant to the rules of the American Arbitration Association.

32.02.2.3 At least ten (10) 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.



32.02.2.4. Should mediation be unsuccessful, and if the dispute does not concern valuation items for which binding arbitration is required in Section 32.02.3, 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 Article 6 shall proceed with binding arbitration procedures as set forth below.

32.02.3 Binding Arbitration. For disputes relating to valuation items in Article 6 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.

32.02.3.1 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 Article 6. However, valuation items in section 6.07.2 are not subject to and are excluded from, mandatory binding arbitration requirements in this Contract.

32.02.3.2 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 32.02.3 and its subsections. In the event of any inconsistency, the terms of section 32.02.3 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.

32.02.3.3 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.

32.02.3.4 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.

32.02.3.5 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.



32.02.3.5 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 32.02.3 of this Contract.

CITY OF OAKLAND [CONTRACTOR COMPANY]

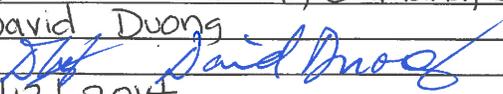
32.02.4 During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle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

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

ADDENDUM NO. 7      DATED: 12-17-12  
COMPANY / AGENCY NAME:      California Waste Solutions, Inc.  
COMPANY ADDRESS:      1820 10<sup>th</sup> Street, Oakland, CA 94607  
REPRESENTATIVE'S NAME:      David Duong  
SIGNATURE:        
DATE:      12/17/2014



## 1.5. Table of Contents

1.	INTRODUCTION .....	1-3
1.1.	COVER LETTER .....	1-3
1.2.	PROPOSAL SURETY .....	1-9
1.3.	PERFORMANCE SECURITY COMMITMENT LETTER.....	1-11
1.4.	RECEIPT OF SIGNED ADDENDA .....	1-13
1.5.	TABLE OF CONTENTS.....	1-15
2.	EXECUTIVE SUMMARY .....	2-1
3.	QUALIFICATIONS .....	3-1
3.1.	REPUBLIC SERVICES GROUP.....	3-1
3.2.	CALIFORNIA WASTE SOLUTIONS.....	3-4
3.3.	KEY STAFF.....	3-13
3.3.1.	Owners .....	3-16
3.3.2.	Management Staff .....	3-18
3.3.3.	Republic Services .....	3-22
3.3.4.	Subcontractors / Affiliated Companies.....	3-25
3.4.	OTHER RELATED EXPERIENCE.....	3-32
3.5.	REFERENCES.....	3-33
3.5.1.	California Waste Solutions.....	3-33
3.5.2.	Vasco Road Landfill References .....	3-35
3.5.3.	Keller Canyon Landfill .....	3-42
3.6.	LITIGATION HISTORY .....	3-42
3.6.1.	Past.....	3-42
3.6.2.	Current / Threatened .....	3-43
3.6.3.	Enforcement Actions .....	3-44
3.6.4.	Revocation/Suspension .....	3-44

3.6.5. Claims .....	3-45
3.7. CONFLICT OF INTEREST STATEMENT .....	3-45
4. STATEMENT OF FINANCIAL QUALIFICATIONS .....	4-1
5. TECHNICAL PROPOSAL .....	5-1
5.1. DISPOSAL OPERATIONS PLAN .....	5-1
5.2. FACILITIES .....	5-4
5.3. RISK MINIMIZATION AND ENVIRONMENTAL SAFETY .....	5-12
5.3.1. Safety Overview .....	5-12
5.4. REPORTING .....	5-18
5.5. OPERATIONS .....	5-18
6. FORMS.....	6-1
7. APPENDIX.....	7-1

**FIGURES**

Figure 1 CWS Organizational Chart.....	3-15
Figure 2 Correspondence Illustrating Status of Labor Agreement with Local 70.....	4-3

**TABLES**

Table 1 Addenda Received.....	1-6
Table 1 Private Companies Serviced by CWS Oakland .....	3-32

**ATTACHMENTS**

Attachment 1 Vasco Road Landfill Permit .....	7-3
Attachment 2 Keller Canyon Landfill Permit .....	7-5
Attachment 3 Bank Letter.....	7-7



**CALIFORNIA WASTE  
SOLUTIONS**

Recycling Specialists

## 2. Executive Summary

CWS seeks to provide services defined in Disposal Services (Service Group 3).

### CWS – Strong Local Team; Highly Committed to Oakland

With deep roots in Oakland and the Bay Area, CWS strives to provide exemplary and innovative service, protect the environment, exceed customer expectations, maintain a positive and rewarding work environment, and constructively affect communities in which it works. CWS has enjoyed a productive relationship with the City of Oakland since 1993. This partnership will continue with this new franchise during transition and beyond as CWS provides excellent diversion and disposal services, thorough tracking and reporting, and continuous communication with City staff and other program stakeholders.

CWS' team of managers and line employees has the extensive backgrounds, experience and expertise to ensure a successful partnership with Oakland. Key team members include: David Duong, President, lead executive and responsible party, with over 25 years' experience in collecting, processing, product development, marketing and brokering, Kristina Duong, Vice President and Executive Director involved in nearly every area of CWS activities including operations interface to ensure support, guidance, and resources for all CWS programs, and Joel Corona, Chief Operations Officer, who manages operation and expansion of collection and processing services and facilities, including development of a new, mixed materials processing facility.

Other team members include Westhoff, Cone & Holmstedt for public finance, D. Edwards, Inc. (DEI) for design, environmental and project management, J.R. Miller & Associates for facility design, site planning, and engineering, Oakland-based Circlepoint, Next Generation, and Kneal Resource System for public education, communications and local communities engagement, and Gershman, Brickner, & Bratton, Inc., (GBB) for solid waste management consulting.

#### Our Plan – Pathway to Success

**Disposal:** CWS' partnership with Republic Services Group will provide lower-cost disposal and lower costs to ratepayers than the City's other landfill under consideration. Republic Services is one of America's largest non-hazardous solid waste services and recycling companies, and Republic Services is a proud partner in the community. The infrastructure available at the Vasco Road Landfill enables the facility to provide the scope of services requested.

**Transition and Continuity:** CWS has been collecting and processing curbside recyclables in Oakland since 1993 thus has the knowledge of Oakland and its people, regulatory and physical environments, and labor community necessary to ensure success. We have an exemplary record of performance under our City of Oakland and commercial customer agreements and our skills transitioning into new service models have been proven here in Oakland, with implementation of single-stream cart-based

collection, and in San Jose where in 2002 we developed a new, State-permitted materials recovery facility (MRF) and transfer station and in 2007 implemented a new collection service model for 160,000 residential units. CWS always buys the best and most environmentally friendly collection equipment available and we are committed to making the switch to a 100 percent CNG-powered fleet consistent with emerging industry best practices in collection vehicle motors and fuels.

**Diversion:** Our program will increase diversion through continuous modernization of processing equipment and processes, development and operation of a new state of the art facility, and implementation of bold, achievable, and consistent public education initiatives. Our diversion plan will meet Oakland's diversion goal of 40% by 2022.

**Customer Service:** CWS has an exemplary record of customer service that will continue under this agreement by increasing our customer service staff, enhancing customer service training and publicizing our **1-510-OAKLAND** phone number. Our Visual RAMS-Pro customer service software details and logs call center transactions. Combined with real-time satellite tracking of trucks and immediate recording of collection at every home through a geospatial tool and radio frequency identified carts, CWS will be well positioned to assist Oakland residents to optimize their use of the program. Our cutting edge technology will allow us to track and share with the City an impressive and highly useful array of data not normally available in municipal collection programs. This data will help direct CWS to more effectively improve program operations.

**Public Education:** Partnering with our experts, CWS will create compelling public communications and collateral materials to improve recycling and waste reduction practices among those we serve. We will propose City approval of data-driven, community-specific, innovative and visual campaigns that motivate Oaklanders to maximize recycling practices. Youth and community-based organizations' involvement will be a key to the outreach program's success.

**Labor Relations:** CWS' employees are represented by the Teamsters, the Longshore and Warehouse Union, and the Machinists. We have enjoyed a long history of excellent relations with labor that has resulted in no labor interruptions or periods of contention over contract status with our labor partners. We are committed to hiring the majority of new employees from the ranks of Oakland residents.

**Synergistic Benefits:** Award of the RR, MMO, and Disposal franchises to CWS will result in a discounted price for these services as well as increased other benefits to the City. Because each will operate exclusively out of an In-County facility, more well compensated jobs will be available to Oakland residents, public education strategies and implementation will be better coordinated, and the City will have an all- in-County solution.

**In Summary, CWS – Your Oakland Solution for Zero Waste!**

### 3. Qualifications

#### 3.1. Republic Services Group

Republic Services Group, Inc. (RSG) was incorporated in 1998. Through a series of successful mergers and acquisitions, RSG quickly expanded to become one of the largest waste and recycling companies in the United States. Today, Republic Services is a Fortune 500 organization that is publicly traded on the New York Stock Exchange (NYSE: RSG). Richmond Sanitary Services, Browning-Ferris Industries (BFI), Duncan Disposal, Evergreen Recycling, and Allied Waste merged with Republic Services to create the second largest waste and recycling organization in the country. RSG's oldest company has been proudly serving customers for nearly a century, and today more than 13 million customers across the United States and Puerto Rico count on RSG for comprehensive waste and recycling services and reliable service performance.

Republic Services is one of America's largest non-hazardous solid waste services and recycling companies. RSG provides waste collection, transfer, recycling and disposal services to more than 12,000,000 residential and 1,000,000 commercial customers through more than 3,000 municipal contracts across the United States. Republic's nationwide team of 35,000 employees operates within a highly efficient, integrated organization that generates \$8.4 billion in annual revenues.

Republic Services is a proud partner in the community. The Vasco Road Landfill is located in the Altamont Hills of eastern Alameda County, approximately three miles north of City of Livermore, California. The site was permitted as a landfill in 1962 and began operation in 1963. The infrastructure available at the Vasco Road Landfill enables the facility to provide the scope of services requested. The landfill is located on 435 acres of land of which 246 acres are permitted for disposal. The surrounding land is used for cattle grazing, ranching and wind farms and the vicinity is planned to remain an agricultural area.

Republic Services' Keller Canyon Landfill is a fully permitted state-of-the-art Class II disposal facility that will require no additional permits for the continued acceptance of all of the City's material during the term of the contract. The relatively recent development of the facility dictates that all of the material is contained within state-of-the-art liner systems which are designed to eliminate environmental concerns and subsequent liabilities.

As stated, both facilities meets or exceeds all state and Federal standards which include prescriptive guidelines for engineering and design, detailed construction quality assurance procedures, extensive ground water, air and surface water runoff monitoring, provisions for leachate and landfill gas control as well as screening procedures to catch any unauthorized waste before it is placed in the landfill. Overall, the design features and environmental controls

at these facilities are second to none. With the indemnity provided through these facilities any concerns regarding future environmental liabilities never arise.

The sites maintains full coverage in the form of performances bonds and letters of credit at the California Integrated Waste Management Board (CWIMB) for closure and post-closure. Additionally, they have satisfied the owner operator liability requirements as well as the Article 5 Corrective Action requirements overseen by the CIWMB and RWQCB, respectively. Republic Services maintains an Environmental Impairment Insurance policy in the amount of \$10,000,000 to cover any unforeseen circumstances that may arise.

Republic Services is the only company with existing infrastructure located in the Bay Area that is available for use by the City if the need arises. In the highly unlikely event that both these facilities are unable to accept material from the City, one or more of our other local operations would be easily accessed. In addition to Keller Canyon and Vasco Road landfills, Republic Services offers unparalleled resources in the Bay Area including Forward Landfill in Stockton, Newby Island in San Jose and Ox Mountain in Half Moon Bay.



As a fully integrated solid waste management and recycling services company, RSG's local personnel possess the capability to continue providing all of the services we have proposed. RSG has made a priority of compliance with local rules and regulations, have an unmatched network of facilities in the region.

#### ***Sustainability (Reduce, Reuse, Recycle, Renew, Responsibility)***

Republic Services strongly supports and advocates the five R's of Sustainability: Reduce, Reuse, Recycle, Renew, and Responsibility. RSG understands that the sustainability of our environment depends on how well we protect and preserve our natural resources and how well we educate future generations on environmental compliance. In fact, our sustainability program centers on the theme of Protecting Today's Environment for a Better Tomorrow: This message is important throughout our organization and resonates with the quality of life and regional prosperity in the communities RSG serves.

As part of Republic's standard practice, they will incorporate the following core values and principles into business practices, policies and programs to serve the City:

- Effective and comprehensive regulatory compliance, pollution prevention using state-of-the-art environmental controls, continuous improvement and transparency in environmental performance.
- Commitment to being open minded and accessible to the City, always ensuring RSG is effectively working toward providing superior service at a fair and reasonable rate.
- Active participation in local and regional sustainability partnerships and strong encouragement of sustainable practices in the waste industry and the region.
- Detailed, comprehensive and continual customer education/public outreach that maximize the ability of our firm to divert materials from the waste stream.
- Continued analysis and improvement in our operating costs and impacts of our facilities, operations and services to determine economic sustainability.
- Establish a work environment that maximizes our employee assets and stimulates an atmosphere of innovation, productivity, pride and personal commitment to sustainability.
- Exercise leadership in sustainability initiatives that strengthen the social well-being and community relationships with the customers RSG serves.

Selecting Republic as a disposal contractor provides the best combination of a locally based company, staffed by local management who are empowered to make decisions regarding the services provided to the City. Additionally, our employees live in the community and understand the community's needs. This coupled with the financial strength and vast resources of a national company provide the City with a strong foundation for the performance of the required services.

RSG is committed to delivering the most environmentally responsible, efficient and cost-effective disposal and ADC services. Under the leadership of Rick King, General Manager at Keller Canyon Landfill and Mike Caprio, Northern California Area President and a highly experienced team of professionals, Republic has the proven ability to achieve outstanding customer satisfaction using innovative approaches and sustainable technologies that benefit the communities RSG serves.

In our commitment to sustainability and the environment, Republic has implemented a comprehensive recycling program where over 25% of the material delivered to the Keller

Canyon Landfill is diverted as beneficial reuse such as alternative daily cover, road base and wet weather pad construction.

Keller Canyon's onsite waste-to-energy plant generates enough electricity to provide power to nearly 2,200 homes. In addition to meeting the energy needs of local areas and businesses, the use of landfill gas rather than non-renewable sources has the clean air benefit equivalent to taking more than 31,400 passenger vehicles off the road, or planting 34,200 acres of Pine Forest



(EPA LFG Energy Benefits Calculator).

### 3.2. California Waste Solutions

Beginning in 1992 as a small company, California Waste Solutions, Inc. (CWS) has evolved and grown into one of the largest solid waste and recycling service companies in the Bay Area. CWS owns and operates a dispatch and repair facility for a fleet of collection and transfer trucks as well as four materials recovery facilities (MRF) – two in Oakland, one in San José, and one in Vietnam. The following relevant experience highlights CWS' history in the collection and materials processing industry as well as the highly experienced and motivated team that CWS has assembled for this proposal. The CWS team has built business that serves customers and sources materials throughout the western United States and beyond.

Over approximately 20 years, CWS has continually grown in our expanded success and ability to educate about, collect, process, and market waste and recyclable materials. CWS innovative and effective operations collect from approximately 250,000 customers in the Bay Area. CWS customers include residential, multi-family, commercial, and industrial customers. Customers from our Oakland collection services include:

- 30,200 Multi-Family Dwelling units served
- 525 Oakland Small Businesses
- 41 Oakland Civic/City Facilities

- 20+ Commercial Industrial Centers

CWS' expertise in and success with serving these enterprises is linked to our high level of customer service, communication, and dedication. Features that enable CWS to continue earning business include provision of:

- Highly valued and effective services
- Effective and continual communication, public education, and feedback
- Customized collection services with continuous outreach and waste audit support

CWS developed and invests in innovative collection and processing technology that maximizes safety, efficiency, quality, and environmental stewardship. This investment phase earned CWS a leadership role in the collection and recycling industry, as the company accomplished a series of "firsts" for its customers and community.

- First single-stream processing facility in the City of Oakland – BHS and Machinex processing system.
- First use of diesel particulate emission filters in a solid waste collection fleet – Cummins ISM Engines.
- First use of expansive advanced technology, optical sorting systems in a MRF in the western United States – Machinex/Pellenc Systems.



- CWS will continue investing and operating the most modern state-of-art equipment to continuously improve proficiency, increase diversion, expand grades and raise quality to ensure successful completing in a global recycling marketplace.

CWS possesses extensive experience in efficient collection, processing and marketing of recovered materials for the highest and best price possible. CWS has pioneered markets in Asia for hard-to-recycle grades of paper generated from emerging single-stream collection programs for greater than 15 years. Our materials are selectively sold to environmentally sound global markets, where they are converted into recycled-content products. In addition to selling our own materials, CWS provides full-service sourcing, processing and brokering of recyclable commodities that leverages years of operating experience and success in negotiating direct

supply contracts with domestic and overseas mills to ensure stable markets and the best prices for large volumes of recyclables.

#### **Company History of Service**

CWS has operated in the Bay Area since 1992. David Duong and his family entered the recycling and waste handling industry in 1985 with their first company, Cogido. Soon after arriving in the United States from Vietnam in 1983, the Duong family built Cogido from the ground up with limited working capital and investing a lot of hard labor and long hours. By recognizing a unique opportunity for business development and capitalizing on their family, community, language, and cultural ties to the Vietnamese and Chinese markets, the family successfully grew strong post consumer end-use markets for various grades of reclaimed materials that were not easily recycled in the United States. The Duong family sold Cogido to Norcal Waste Systems, Inc. (Recology) in 1989 and subsequently formed California Waste Solutions, Inc.

#### ***City of Oakland***

CWS was awarded its first public-sector franchise contract by the City of Oakland in 1993, as one of the City's major recycling collection and processing companies. This franchise which continues today has doubled in size since the original contract award. Since 1993, the City of Oakland has exercised every option to extend service by CWS. CWS collects residential recyclables from approximately 75,000 single and multi-family/commercial buildings in Oakland and processes these recyclables at its two Oakland MRFs. These MRFs have single-stream and source-separated processing capability; and process residential and commercial materials. The company also collects and recycles materials from commercial businesses throughout Oakland in a non-regulated, competitive market. CWS services many large and iconic commercial customers including Kaiser Permanente Hospital, Kaiser Center, Swig Properties and Golden Gate Fields.

CWS has been focused on increased education in its Oakland program through multi-lingual resources and continued its expansion of a public campaign to increase program awareness, education and involvement with the residents and business community. In 2011, CWS worked with City Staff to authorize and put together a process to start the Food Scrap Program in 2012.



Below are some of CWS' other public education and participation efforts:

### 3. QUALIFICATIONS

- CWS was a sponsor of the City of Oakland Earth Expo. CWS shared a booth with Recology and Waste Management to enhance awareness and support of Oakland’s recycling program, instill better recycling habits, provide program literature, children’s educational resources, distribute seed book marks, and answer questions.
- CWS hosted a booth at Oakland’s Annual Indie Awards to educate the public on the recycling program and benefits of recycling and distributed give-aways to encourage participation. Additionally, CWS worked with the Oakland Public Works Agency to provide the recycling and waste service utilizing Clear Stream stations. CWS provided the following services:
  - ✓ *Setup and took down the Clear Stream stations*
  - ✓ *Maintained stations throughout the event*
  - ✓ *Received/Returned the Clear Stream stations from the City of Oakland*
  - ✓ *Coordinated volunteers to distribute informational materials and provide recycling collection*
  - ✓ *Provided outreach and education stations, as well as distributing literature to single family residents, multi-family residents, and businesses, with the goal of expanding participation in recycling collection services*
- CWS was a sponsor of the 8<sup>th</sup> Annual Temescal Festival. In addition to having a booth to educate the community on the benefits of recycling and the Zero Waste Goal in Oakland, CWS sponsored the Clear Stream stations throughout the festival and provided the following services:
  - ✓ *Setup and took down the Clear Stream stations*
  - ✓ *Received/Returned the Clear Stream stations from the City of Oakland*
  - ✓ *Provided 20 yard recycling/recycling roll off service and weight information on the recycling from the festival*
  - ✓ *Coordinated volunteers to distribute informational materials and provide recycling collection*
  - ✓ *Provided outreach and education stations, as well as distributing literature to single family residents, multi-family residents, and businesses, with the goal of expanding participation in recycling collection services*
- CWS was an in kind sponsor of the Oakland Art and Soul Festival. CWS did the following:
  - ✓ *Provided 20 yard recycling/recycling roll off service and weight information on the recycling from the festival*
  - ✓ *Coordinated volunteers to distribute informational materials and provide recycling collection*



### 3. QUALIFICATIONS

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- ✓ *Provided outreach and education stations, as well as distributing literature to single family residents, multi-family residents, and businesses, with the goal of expanding participation in recycling collection services*
- CWS was a sponsor of the Oakland Pride Festival, had a booth to educate the community on the benefits of recycling and Zero Waste Goal in Oakland and sponsored the Clear Stream stations throughout the festival. CWS did the following:
  - ✓ *Delivered Clear Stream Stations to event coordinators*
  - ✓ *Received/Returned Clear Stream stations from the City of Oakland*
  - ✓ *Provided 20 yard recycling/recycling roll off service and weight information on the recycling from the festival*
  - ✓ *Coordinated volunteers to distribute informational materials and provide recycling collection*
  - ✓ *Provided outreach and education stations, as well as distributing literature to single family residents, multi-family residents, and businesses, with the goal of expanding participation in recycling collection services*
- CWS was a sponsor of the Rockridge Community “Out & About Festival”, hosting a booth to educate the community on the benefits of recycling and the Zero Waste Goal in Oakland, and providing and servicing Clear Stream stations throughout the festival. CWS did the following:
  - ✓ *Delivered the Clear Stream Stations to event coordinators*
  - ✓ *Received/Returned Clear Stream stations from/to the City of Oakland*
  - ✓ *Provided 20 yard recycling and food scraps roll off service and weight information on recycling at the festival*
  - ✓ *Coordinated volunteers to distribute informational materials and provide recycling collection*
  - ✓ *Provided outreach and education stations, as well as distributing literature to single family residents, multi-family residents, and businesses, with the goal of expanding participation in recycling collection services*
- CWS sponsors the California Resource Recovery Association’s August 2012 conference in Oakland. CRRA is California’s statewide recycling association. It is the oldest and one of the largest non-profit recycling organizations in the United States, and is dedicated to achieving environmental sustainability in and beyond California through Zero Waste strategies including product stewardship, waste prevention, reuse, recycling and composting. CRRA’s members represent all aspects of California’s reduce-reuse-recycle-compost economy. Our members work for cities, counties, municipal districts, and businesses as well as hauling companies, material processors, non-profit organizations, state agencies, and allied professionals.

- CWS sponsors a table at the East Bay Rental Housing Association Annual Trade Expo. We informed and notified property owners about the upcoming mandatory recycling requirements, provided contact information to the attendees, provided information on the types of services available and encouraged early participation. MFD flyer and hangers were provided to property owners to provide to residents in their complexes.
- CWS attended the Monthly Residential Meeting at the Acorn Apartments. We met with many enthusiastic community members about the re-energized push towards compulsory recycling for the community, different types of materials that could be recycled and where the large communal roll-offs are located. This meeting was preceded by distribution of MFD flyers at each residence. CWS gave out additional information material along with MFD recycling caddies.

#### *City of San José*

In 2002, CWS expanded its operations to serve the City of San José by constructing and operating a modern single-stream MRF transfer station at 1005 Timothy Drive, San José, to process single-stream



materials from 160,000 single-family residential customers in Districts A and C. CWS provided this service as a subcontractor to the City collection contractor Norcal Waste Systems (Recology). In designing the facility, the company worked closely with consulting engineers, MRF experts, and specialty equipment manufacturers. The result of the effort was a 40+ ton per hour single-stream facility – possibly the largest of its kind in the western United States.

In 2006, San José directly awarded CWS both the single-stream recyclables collection and processing portions of the City contract to serve 160,000 single-family homes in City Districts A and C. Included in the program are used motor oil, oil filters, textiles, and “large bulky item” collection and recycling. CWS successfully transitioned into the collection role in 2007.

To improve these services to San José, CWS made a number of significant capital investments and increased its resources in 2007 by adding the following San José site and facility asset and personnel improvements.

- Truck Corporation Yard at 1120 Berryessa Road, San José. This 6.5-acre corporation yard includes a truck shop, truck wash, large-item motor oil and oil filter processing areas.
- 50 state-of-the-art collection vehicles

- 58 experienced collection truck drivers
- 4 certified mechanics, technicians, welders and support staff at the Berryessa Road Yard
- 4 customer service representatives (CSRs)
- Established customer service redundancy at its Oakland headquarters
- New public education center



In 2007, CWS enhanced its San José MRF by adding the following:

- 4 state-of-the-art fiber and plastic optical sorting systems
- 2 new mechanical screens
- 2 new balers
- Pneumatic Film Plastic recovery system
- New glass recovery system

As a result of these facility improvements, CWS has processed approximately 80,000 tons per year in this facility.

Since 2002, CWS has increased San José's solid waste diversion and recycling to levels never achieved by preceding companies and reduced processing residue from greater than 21 percent to 14 percent. This reduction was due to three key factors:

- Closely integrated collection and processing operations
- Effective public- and employee-education programs combined with customer feedback
- Investment in and application of innovative and proven processing equipment
- Continual development of markets for established and new product offerings
- Dedicated communication and transparency with municipal contractor colleagues

In June 2010, the City of San José exercised its option to continue receiving service from CWS and extended CWS' contract to the year 2021 as an expression of its confidence in the company's performance. Thirty days after CWS began providing recyclables collection and processing services in San José, the San José City Council awarded CWS for its leadership in executing the smoothest transition for solid waste services that the City and its citizens had ever experienced during the 14-year history of its Recycle Plus Program.

#### ***Collection Fleet***

CWS operates a combined collection fleet of approximately 80 vehicles. Approximately seventy-five (75) percent of the fleet is from the model year 2008. A specific combination of engine, body, and chassis provides the safest, quietest, least polluting and most reliable collection system available. CWS' innovative fleet is capable of operating on a 20 percent bio-diesel fuel blend (B20).

#### ***International Operations***

In November 2007, CWS, through Vietnam Waste Solutions (VWS), completed construction of the first private Subtitle D compliant, state-of-the-art landfill in Vietnam. VWS, a wholly owned subsidiary of CWS, owns and operates the facility, known as the Da Phuoc Integrated Solid Waste Facility (DPI). This project was developed, engineered, constructed and is operated by VWS on approximately 322 acres with total development costs exceeding \$400M.



#### **Da Phuoc Integrated Solid Waste Facility<sup>3</sup>**

The facility was designed by a United States team of experts including Dave Edwards, Inc., Bollegraaf Recycling Solutions and Van Dyk Baler Corp. (firms with which CWS will team to serve the Oakland contract). DPI operates according to United States standards including:

- Professional design, engineering and construction
- Full liner, leachate and methane gas recovery systems
- Professional operating, measuring, reporting and safety standards

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<sup>3</sup> An Phong Construction, <http://www.anphong.vn>

DPI hosts the most modern leachate and water treatment system in Vietnam. It was designed and operates according to US EPA Subtitle D environmental and OSHA standards. DPI currently accepts 3,000 tons per day of municipal solid waste from Ho Chi Minh City (formerly Saigon), and possesses capacity to accept greater than 5,000 tons per day. This serves a population of over 8 million in the Ho Chi Minh City area.



#### **DPI Facilities**

The DPI landfill is large, even by world standards. The facility includes a modern composting operation (2008) and completed its material recovery facility and transfer station building in 2010. In addition to providing the citizens of Vietnam safe and healthy sanitary landfill and recycling facilities, DPI will receive and recycle materials from global markets. DPI will provide western markets an alternative to other Asian markets. In September 2009 VWS was awarded approval to begin development and construction on a new, larger integrated solid waste facility, the Long An campus exceeding 4,500 acres that will eventually compliment DPI.

#### ***Materials Recovery Success***

CWS is a material processing company that prides itself on recovering the maximum amount of materials in the waste streams it receives. CWS has successfully diverted over 90 percent of the material collected from Oakland residential and commercial sources. This diversion percentage has been accomplished through diligent processing of the residential and multi-family/commercial customer waste stream at the company's two Oakland MRFs. This includes extensive pre-processing and presorting of materials such as bulky items, non-recyclables, and source-separated materials.

CWS studied waste characterization reports on the Oakland and Alameda County waste stream from the past five years, and has developed a collection strategy and single stream recycling facility to ensure continued recovery of greater 90 percent of the recyclable materials it collects. Features utilized in Oakland in the current CWS Recycling Collection Program have been successful and will be applied further throughout the entire City. These include:

- Waste stream assessment

- Recycling program development
- Public education implementation and incorporating feedback from customers
- Continual affirmation and modification of collection programs
- State of the art processing facility design and operation
- Innovative material marketing programs development

CWS has realized considerable success in reducing residue and its disposal in the City of San José Recycle Plus program. Norcal, now Recology, was the City of San José's original collector. While Norcal's common procedure was to collect mixed waste in half of the split packer waste-recycling collection vehicles and after years of recyclables being placed in the wrong side of the split packer, CWS' introduction of a dedicated fleet designed strictly for residential recycling significantly reduced residue from residential recyclables.

CWS will continue and expand the key factors that have contributed to the company's success to ensure minimal processing residue and disposal from City of Oakland collection and processing operations.

#### 3.3. Key Staff



CWS is a local company that provides efficient and personalized service. CWS prides itself on the high level of professional skills, business and industry experience, as well as for building a diverse management team that includes a variety of professional backgrounds. As it does with its other clients, CWS will create a team that is well-versed in all details of services provided to the City of Oakland. City staff will have one contact person to call any time to discuss the operations of this service agreement. Joel Corona, CWS Chief Operations Officer, will lead this team and be the direct contract for the City. CWS management will support every part of this contract with Oakland City colleagues.

The skills and experience of the CWS team include the following:

### 3. QUALIFICATIONS

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- Residential collection
- Recycling facility operations
- Transfer station operations
- Commodity sale
- International relations
- Mill processing
- AB 939/AB 341 diversion
- Hazardous waste collection and recycling
- Commercial collection
- Composting
- Regulatory compliance
- Global shipping
- Water treatment
- Motor Oil management
- Alternative Fuels
- Public education program development and implementation
- Industrial collection
- Landfill engineering
- Material Brokerage
- Equipment maintenance
- Facility design
- Program development
- E-waste recycling
- Bulky collection and processing

The core management team (detailed in the CWS organizational chart in Figure 3.2-1) includes:

- David Duong, President and Chief Executive Officer
- Kristina Duong, Vice President, Executive Director
- Victor Duong, Executive Vice President
- Joel Corona, Chief Operations Officer
- Long Tran, CPA, CFO & Vice President, Finance
- (To Be Announced), Oakland Operations Manager
- Tim Tran, Accounting Manager
- Johnny Duong, Director of International Sales
- Leticia Jauregui, Safety and Environmental Manager
- (To Be Announced) Public Education Manager
- Douglas Duong, Processing Facilities Manager, Oakland
- Marrisa Wong, Customer Service and Contract Compliance Manager
- John Lam, Human Resources Generalist
- Pari Natarajan, Information Technologies Manager



### 3. QUALIFICATIONS

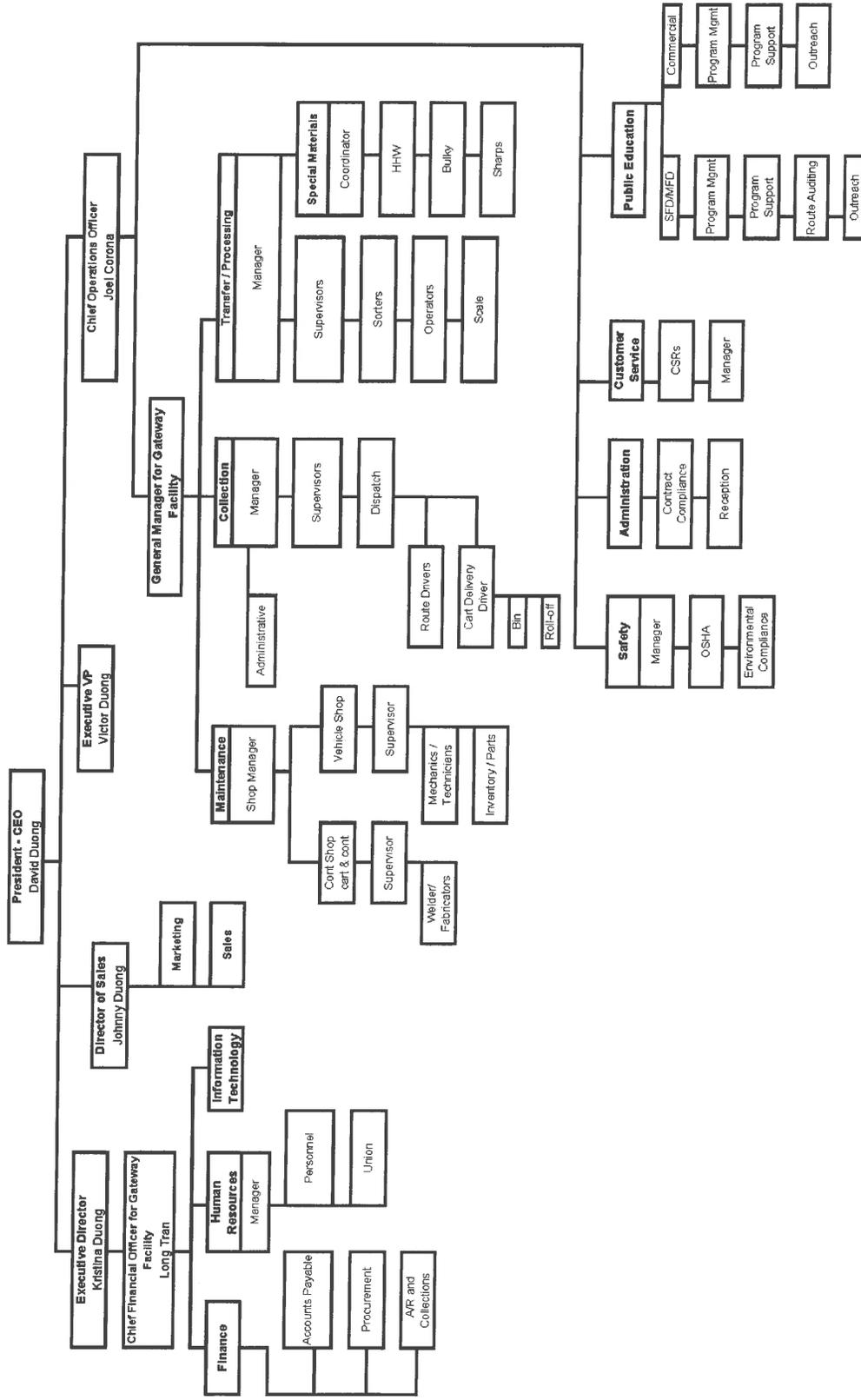


Figure 1 CWS Organizational Chart



CWS believes that the professional and cultural diversity of its management team results in great innovation, and employee and customer relationships. CWS is proud to provide essential neighborhood services with a global perspective relating to personnel and “World Class Customer Service”, equipment design, environmental sustainability and material marketing.

### 3.3.1. Owners

#### **David Duong – President and CWS Founder**

David Duong has over 30 years of experience in collecting, processing, and brokering. He is deeply committed to this proposal and will direct the CWS team. David built CWS from the ground up. He understands equipment, systems, and the financial and regulatory structures that support them. David has personally been involved in all aspects of this proposal and is 100 percent committed to partnering with the City of Oakland to collect solid waste and recycling in the most professional, efficient and service-oriented manner possible.

David has extensive experience in overseas and domestic marketing, sourcing and brokering, small business start-up and funding, and recycling operations. His background includes serving as marketing manager for Norcal Waste Systems (DBA Zanker Resource Management), general manager of Norcal Waste Systems (DBA Cogido Recycling), and president and CEO of Cogido Paper Company. He received his secondary and post-secondary education in Vietnam. In May 2008, David Duong was the recipient of the prestigious Bay Trade Global Award, presented by The Bay Area World Trade Center, for his achievements in world trade and environmental sustainability by building his successful and global company around environmental stewardship principles. He has served as a Commissioner on the Oakland Waste Reduction and Recycling Commission, a Commissioner on the Oakland International Trade Commission, Chairman of the Board of Directors for the Vietnamese American Entrepreneur Association, a Director on the Board of Directors for the Silicon Valley Chamber of Commerce, and a Member of the Sacramento Asian Pacific Chamber of Commerce, and was appointed by President Obama and currently serves as a Board member of the Vietnam Education Foundation.

His responsibilities include:

- All aspects of the company’s marketing, administration, profit and loss, financing, procurement, and environmental and contract compliance

#### **Kristina Duong – Vice President, Executive Director**

Kristina Duong works closely with the president/CEO on issues related to marketing, administration, profit and loss, financing, procurement, and environmental and contract compliance.

Unlike large firms where finances may be handled out of state, Kristina works directly with management so that decisions are made quickly and appropriately to get the services completed at the highest professional standard. Kristina previously served as an administrative assistant at Sampac Enterprises, where she was involved in monitoring customer-service

standards, scheduling domestic and overseas shipments, and marketing products. Ms. Duong attended Heald College in Oakland.

Her responsibilities include:

- Recyclable commodity sales in overseas and domestic markets
- Materials brokering
- Administrative, accounting and human resources functions,
- Financial support assurance for CWS collection and processing programs

**Victor Duong – Executive Vice President**

Victor Duong, a co-founder of CWS, has been involved in the solid waste and recycling industry for more than 30 years. He has worked with various chambers of commerce, and non-profit groups, such as Salvation Army, Goodwill Industries, Habitat for Humanity, and a broad base of civic groups and neighborhood associations. Victor began his recycling career in the family business and has been employed in that business since, growing with the business.

His responsibilities include:

- Conducting public affairs and community outreach
- Representing company to staff and elected officials in the US and abroad.

### 3.3.2. Management Staff

#### **Joel Corona – Chief Operations Officer**

Joel Corona oversees company operations. For more than 20 years in the San Francisco Bay Area, Joel has been a leader in the development of solid waste and recycling collection and post-collection industry. His experience includes the initiation of source-separated, single-stream, commercial, organic solid waste and recycling programs. Joel has written government solid waste legislation for the State of California and served public, private, institutional, and military customers. His previous positions include those of Senior Corporate Profitability and Business Development Manager for Waste Management, Inc. in Houston, Northern California and Nevada; Market Area Recycling Manager for Waste Management Inc.; and Recycling Manager for Richmond Sanitary Service, a collection of, material recovery, and landfill companies. He was a key participant in the Vietnam Waste Solutions development of its modern landfill, transfer station, composting and recycling facility construction and continues to provide operational input. His achievements in the collection and post-collection recycling and disposal industry are complemented by outside activities that include service as a commissioner on the State of California Prison Industry Board and Honorary Group Commander at Travis Air Force Base. Joel received a business degree from the University of Southern California in Los Angeles, and earned a MBA from St. Mary's College of California.

His responsibilities include:

- Obtaining and administering franchise agreements, operating permits, and rates
- Providing long- and short-range plans to guide operations, finances, and new business opportunities
- Negotiating and administering collective bargaining agreements
- Negotiating agreements with customers, vendors, landfill operators, and buyers of recycled material
- Representing CWS to public agencies, and the public to maintain goodwill and understanding of our waste management practices and financial requirements
- Ensuring compliance with environmental regulations, employee safety standards, other applicable regulations, and corporate policies
- Identifying and responding to new customer service opportunities

#### **Long Tran, CPA, CFO & Vice President, Finance**

Long Tran is a certified public accountant, licensed in California since 1980. Long has been with CWS since its inception in 1992, starting as its outside public accountant, and employed internally since 2002, as Vice President-Finance. His experience includes directing finance and accounting functions in addition to taxation and managerial accounting and economics. His expertise includes forecasting and budgeting, financial analysis and reporting, internal controls, process improvements, SOX Section 404 training, asset based lending, cash management, and

credit and collections. Long has a B.A. degree in Accounting and Finance from San Francisco State University and a MBA in Taxation from Golden Gate University.

His responsibilities include:

- Interfacing with banks to structure financing for CWS capital projects
- Financial reporting to independent auditor
- Overseeing CWS tax accounting
- Overseeing bookkeeping and accounting staff

#### **Douglas Duong – Plant Manager, MRF Oakland**

Douglas Duong, who began as a driver, has been with CWS for nine years. He currently serves as the MRF plant manager for the company's 10<sup>th</sup> St. and Wood St. facilities.

He is especially adept at establishing and enforcing work time productivity metrics in a constructive manner. Mr. Duong has a long career as a skilled commercial driver, starting as a container hauler at the Port of Oakland, and then working for the Shell Oil refinery, followed by employment with US Freight Company where he served as a driver and dispatcher. In his spare time, he and his wife own and operate a coffee shop and billiard parlor in Oakland.

His responsibilities include:

- Plant staff oversight and direction, management of all processing employees (Sorters, Operators and Mechanics)
- Product quality and value assurance from all inbound materials
- Plant safety
- Maximizing diversion
- Compliance with safety and environmental regulations
- Regulatory and financial reporting about receipt and marketing of materials
- Support of negotiation with vendors
- Scheduling of product sales and specification to foreign and domestic markets

#### **Johnny Duong, Director of International Sales**

Johnny has led significant efforts to expand CWS marketing capacity by fostering strong and stable global partnerships. His keen ability to anticipate market demands has given CWS an edge in gaining new opportunities with domestic and international trading. His achievements with ensuring that CWS finished products meet global quality standards of marketability and demand have benefitted CWS customers through price and diversion stability during a variety of market conditions.

His ability to market products from throughout the United States is complemented by his development of CWS' own global trading offices in China and Ho Chi Minh City, Vietnam. CWS' near-unique ability to serve the continuum of recycling from the point-of-material-generation

(our customers) to the point-of-product-reuse (our trading mills) is a special feature that supports solid waste diversion goals.

#### **Leticia Jauregui – Safety and Environmental Manager**

Leticia Jauregui began working for CWS in 2007, participating and leading environmental compliance activity for the five CWS domestic sites. During her first year, she developed a new employee safety incentive program and improved safety and environmental compliance. Leticia has successfully managed both CWS collection and material recovery operations in Oakland, leading to increased productivity, revenue and customer satisfaction.

Prior to joining CWS, Leticia worked in administrative and operations at Waste Management Inc in Alameda and Stanislaus Counties. She brings over 17 years of experience in the waste industry with a rich, well rounded working knowledge in operations, material recovery budgets, human resources, training, safety, and contract compliance. She has a strong background in various lines of business for commercial and residential collection, industrial, Port-Let, recycling, yard waste and C&D services.

Her responsibilities include:

- Maintaining a comprehensive safety program for operations and exposures that complies with regulatory agency and corporate requirements
- Managing occupational safety and health program elements and activities
- Performing job hazard analyses, conducting safety observations and reviewing reports of safety observations performed by others
- Ensuring compliance with governmental regulations and monitoring environmental compliance with applicable regulatory and corporate requirements
- Monitoring permits, including determining that site plans and permits are current and compliant
- Overseeing management and disposal of hazardous waste, preparing manifests for hazardous waste disposal shipments and managing documentation for Hazardous Waste Disposal Fees, Hazardous Waste Generator Fees, EPA ID Questionnaires, and Manifest Fee Returns

#### **John Lam – Human Resource Generalist**

John Lam, who has been with CWS for two years, is responsible for all aspects of Human Resources.

John remains current on industry practices regarding employee leave law, labor law, legislation updates, management trainings, compliance training (sexual harassment) and miscellaneous areas including CPR and First aid. Prior to joining CWS, John was Human Resources Generalist at KANA Software. He has a Bachelor's degree from the University of Phoenix.

His responsibilities include:

- Recruitment, On Boarding, Benefits, Employee Relations, Employee Retention, Terminations, and management of Grievances

**Marrisa Wong – Customer Service and Community Compliance Manager**

Marrisa manages CWS Customer Service Call Centers. she is responsible for monthly/quarterly reporting to City Agencies and contract compliance with various departments. Marrisa has been handling community outreach.

Her responsibilities include:

- Receiving and investigating customer complaints regarding services and rates
- Correcting service problems through or in coordination with appropriate supervisor
- Adjusting rate and billing disputes
- Assisting collection supervisors with unusual problems or incidents in the field
- Developing and implementing processes and procedures to improve and ensure customer satisfaction
- Developing and preparing reports as directed

**Pari Natarajan – Technology Manager**

Pari Natarajan focuses on application of information technology solutions that improve organization management, performance and efficiency, and diagnosis and resolution of computer, network, and infrastructure issues. He has effective IT skills that complement the advancing computer aided recycling collecting and processing equipment operated by CWS and his expertise with and incorporation of sophisticated computerized equipment and technology services provides to CWS opportunities to continually innovate within the solid waste industry. He managed various contractors and vendors to successfully complete the information technology requirements set forth by the City of San José for the 2006 recycling program.

Prior to joining CWS, Pari managed IT infrastructure and staff for a semiconductor company that develops innovative, chip-based power management. He has a B.S.in Business Administration with a Minor in Management Information Systems from the University of California Riverside and an A.A. from DeAnza College in Computer Information Systems, holds various certificates from Microsoft and is a Microsoft certified small business specialist.

His responsibilities include:

- Monitoring communication, global positioning and telemetry for collection and distribution vehicles
- Assuring radio and text communication functionality from remote collection sites and processing sites
- Assuring specification refinement, diagnosis and repair of commuter recognition optical sorting equipment

- Managing service design, modeling and work-load balancing for commercial and residential collection routes
- Managing the CWS computer and software system to enable communication, networking and service profiles for CWS customers

#### **Tim Tran – Accounting Manager**

Tim Tran has been with CWS for 10 years, previously serving as Assistant Controller. Prior to joining CWS, Tim was a staff accountant for an international company involved with a specialized recycled commodity. Tim has a B.S. degree in Business Administration with a double concentration in Accounting / Finance and an A.A. degree in Business Administration. He remains up-to date through continued training on payroll, W/C, safety management, and other accounting practices.

His responsibilities include:

- Managing the Accounting Department including A/R, A/P, Payroll, G/L, and banking
- Preparing financial reports and supporting operations with accurate data to increase productivity and reduce costs
- Providing analytical support to all departments, the CFO, COO and upper management
- Coordinating internal and external audits
- Implementing accounting policies & procedures
- Managing budgets and financial planning,
- Supervising administrative staff
- Overseeing books and financial reports for four related entities.

#### **3.3.3. Republic Services**

The local Republic team responsible for implementation and day-to-day management of the Vasco Road Landfill and the Keller Canyon Landfill has extensive experience and expertise in the management of disposal operations and agreements. The team's collective experience will cover regular interaction with the City staff, as well as hands-on responsibilities to effectively service its disposal needs and objectives. Over the years, this local team of professionals has demonstrated exceptional commitment and responsiveness to working with customers, implementing new and environmentally responsible programs and working in partnership with the community served to improve operational effectiveness. As a result we continue to maintain and improve RSG's exceptionally high service levels in customer service, community relations, diversion rates, and compliance with all applicable regulatory criteria.

Mike Caprio and Rick King will be the primary representatives for Republic Services.

#### **Mike Caprio – Area President**

Area President, Mike Caprio has been leading the Republic Team since 1998. Mike Caprio began his career as a geologist and systems programmer for a major environmental consulting firm and holds degrees in Geological Sciences (B.S.) and Environmental Management (M.S.). He has held positions of increasing responsibility in the solid waste industry for over sixteen years, beginning with extensive experience as Regional Environmental Manager for five years with Norcal Waste Systems, Inc. Mike was employed with Browning-Ferris Industries (BFI) for five and one half years as Operations Manager and Facility Manager at the Vasco Road Landfill and as District Manager for BFI's Northern California Landfills. Mike's most recent position with BFI involved management of municipal contracts and market development activities in the Bay Area. He joined Allied Waste Industries as their Northern California District Manager in October of 1998.

Mike has successfully taken on duties in every major area of responsibility in the solid waste business. He has worked on projects ranging from landfill, transfer station and household hazardous waste facility permitting & compliance, contract development and management, construction management and heavy equipment maintenance as well as management of legal and labor relations. He has extensive experience in motivating and coordinating a team of professionals and having full financial and operating responsibility for a group of operating subsidiaries. This experience has qualified him for a senior leadership role with Allied Waste from which he continuously seeks to meet and exceed customer expectations.

With Allied, Mike has managed an increasingly large number of operating subsidiaries and successfully managed growth related to expansion of services with municipalities, acquisitions and the roll-out of new service packages in franchised markets. This success has been largely based upon his ability to define the goals necessary to complete a task and assembling a team of individuals that will carry out the requirements of the program. Through his experience with BFI and Allied Waste Industries, Mike has become very familiar with the issues facing jurisdictions such as the City of Oakland and the need to identify a company able to provide reliable and cost effective collection and processing services.

#### **Rick King - General Manager of Vasco Road and Keller Canyon Landfills**

General Manager of Vasco Road and Keller Canyon Landfills, Rick King has over 20-years of landfill experience. After completing his Bachelor of Science degree in Environmental Engineering, Rick went to work for the state of California as an engineer regulating landfills for the Regional Water Quality Control Board. After completing his Master of Science in Civil and Environmental Engineering, Rick went to work in the private sector in the hazardous and solid waste industry where he served in various technical and compliance related positions, including Technical Manager for a large hazardous waste facility. In 1995 Rick returned to the solid waste landfill business serving as site engineer, landfill manager, and district landfill manager. Rick joined Allied Waste and Republic Services in 2008 in his current role serving as the General Manager for Northern California Post-Collection where he oversees three landfills and a transfer station.

#### **Lochlin Caffey – Northern California Area Environmental Manager**

Northern California Area Environmental Manager, Lochlin Caffey has over 20 years of experience in landfill environmental safety and compliance. He began his career as a Project Manager for SCS Field Services and was responsible for the management of long term operation and maintenance services on a number of landfills gas migration control and recovery projects and post closure maintenance. Lochlin then spent several years performing construction quality assurance/quality control on landfill gas system installation projects as well as management of construction and major repairs of landfill gas collection systems. With his knowledge and expertise in landfill management, Lochlin was a natural fit with the solid waste industry and joined Allied Waste Industries in 1996. His first position was as the Environmental Safety/Compliance Manager for Keller Canyon Landfill. While at Keller Canyon, Lochlin was responsible for the compliance with county, state and federal permit conditions as well as the company's environmental policies. He implemented and enforced state and federal worker safety requirements and the company's internal safety program including training, observation documentation and procurement of required equipment. Ox Mountain Landfill was Lochlin's next position with the company as Construction Manager. He managed cell construction, mass excavation, liner installation, drainage systems as well as the construction of permanent and temporary access roads. Lochlin is now the Area Environmental Manager for Northern California and is currently responsible for overseeing site development and permitting and ensuring facilities maintain compliance with all regulations in the various markets within Northern California.

#### **Mickey Hill – Division Manager for Vasco Road Landfill**

Mickey Hill is Division Manager for Vasco Road Landfill in Livermore and Keller Canyon Landfill in Pittsburg, California. In this role he is responsible for the daily landfill operations. His responsibilities include implementing operating procedures to ensure company standards are met, ensuring landfill compliance and developing fill sequencing plans, budgeting, and landfill employee training. He also oversees the maintenance department for Vasco Road Landfill, Keller Canyon Landfill and the Contra Costa Transfer & Recovery Station which includes heavy equipment and truck/trailer fleet. Mickey has 24 years of landfill and transfer station experience. He joined BFI in 1990 and has held various positions related to landfill operations, equipment allocation and maintenance. Mickey has extensive experience in operation of all types of heavy equipment, conducts ongoing training for equipment operators and works closely with management staff to ensure landfill equipment is properly maintained and held above company standards. Mickey is also involved in cell development and construction.

#### **Diana Ratto – Site Operations Manager for the Vasco Road Landfill**

Diana Ratto currently serves as Site Operations Manager for the Vasco Road Landfill. In this role, Diana helps ensure day to day operations are conducted in a safe, customer friendly and environmentally compliant manner. Diana has 20-years of Solid Waste Management background, including 15 years of Management leadership experience. Diana has taught operations training and built cohesive cross-functional relationships within organizations; and

delivered teams of high performers dedicated to organizational success. Diana is known for her knowledge, enthusiasm, team building, customer and community relations, safety leadership and regulatory experience. Diana has a Bachelor of Arts in Accounting from San Jose State University.

#### **3.3.4. Subcontractors / Affiliated Companies**

CWS brings to this contract a partnership made up of people with extensive backgrounds in collection and processing as well as professional organizations that have joined our team to support CWS efforts and activities and provide the very best service to the City of Oakland.

CWS will do all the collection and processing of the recycling material collected. Once CWS is awarded the contract, the company will undertake all necessary actions to have all subcontractors comply with licensing requirements of the City of Oakland Municipal Code, prior to commencement of services.

#### **Team Firms:**

##### **Westhoff, Cone & Holmstedt, WCH**

WCH, established in 1989 and headquartered in Walnut Creek, CA, has ranked as the #1 underwriter in California in the number of solid waste disposal revenue bond issues for 15 years in a row. WCH is FINRA and SEC registered, and is owned and managed by the named principals, all veteran public finance bankers with major Wall Street firms. The firm has arranged financing for four separate acquisitions of independent waste companies by other independent companies in recent years. The firm's knowledge of and relationships with the banking industry has resulted in considerable success soliciting and arranging cost-effective terms. WC&H's bankers have 114 years of combined capital finance experience and have completed financings in excess of \$50 billion. WC&H also assists companies in arranging conventional debt in connection with bond financings.

##### **D. Edwards, Inc. (DEI)**

Based in Brea, California and founded in 1999, DEI is comprised of professionals with extensive public and private sector experience in project and construction management; design and implementation of recycling and solid waste systems; design and operation of materials recovery facilities, transfer stations and waste disposal sites; environmental review, permitting and entitlement processes; compliance programs; asset management; and market, economic and facility valuation studies. DEI also draws on a substantial network of industry professionals, including civil, environmental, mechanical and electrical engineers; legal and political advocates; and community outreach and communications specialists. DEI is partnering with CWS to plan and development the Engineer Road MRF.

##### **J.R. Miller & Associates (JRMA)**

JRMA is a design firm offering comprehensive services to private, industrial and public sector clients. Since 1985, JRMA has played an important role in the planning, design, and construction of facilities that efficiently receive, process, and transport solid waste nationwide. In California, JRMA has participated in development of the Shoreway Environmental Center in San Carlos, Puente Hills Transfer Station & MRF in Whittier, Signal Hill Transfer Station & MRF in Signal Hill, CR&R Perris Recycling and Transfer Station in Perris, Zanker Road MRF in San José, Burrtec Santa Clarita Transfer Station and MRF, plus many other sites in California and nationwide. CWS has partnered with JRMA for design and development of its Da Phuoc Landfill, Transfer Station & MRF in Ho Chi Minh City, Vietnam, and will engage JRMA to help design and develop the Engineer Road MRF.

#### **InterWest Insurance**

InterWest will partner with CWS to provide safety, insurance, and training services for its employees and throughout its facilities. As one of the top 10 largest privately-held insurance brokers in the U.S., InterWest is an industry leader offering value-added and specialized services, and provides a wide variety of liability coverages, risk management services, employee training programs, regulatory and compliance support. InterWest has developed customized training programs in hazard management and other safety training areas for CWS employees. CWS's InterWest contract manager is Connie Roberts, InterWest's in-house corporate risk manager in charge of risk assessment, mitigation and corporate safety planning. Connie has had hands-on experience in customizing specialized risk management programs, developing internal training procedures, and directing best practices for safety program implementation and risk assessment. Her role is to work hand in hand with InterWest's clients on their compliance issues with Cal OSHA, Injury and Illness Prevention Plans, Emergency Action Plans, Heat Stress Plans, ergonomics and monitoring employee training and job safety issues.

#### **Circlepoint**

Established in 1987 as Public Affairs Management, Circlepoint has grown over the years to meet clients' ever-expanding needs, from environmental planning to social media strategy. For more than two decades, Circlepoint has been a guiding force in helping government agencies, private businesses and communities think strategically, communicate effectively, and find solutions to bring resolution on a wide range of issues and opinions. Circlepoint provides strategic communications counsel that informs and educates stakeholders, and has a focused environmental planning practice that integrates environmental assessment, design, and community outreach to produce streamlined environmental documents. The creative services team delivers a wide range of design and production services, from identity development to websites and printed collateral.

Circlepoint is a city of Oakland certified local business.

#### **The Next Generation (TNG)**

TNG is a full-service campaign consulting and management, and issue advocacy firm, specializing in the environmental and progressive issues in the Bay Area and across California. TNG helps clients to craft a smart political and outreach strategy, organize operation of information programs, and develop clear, directed, and effective messages.

#### **Kneal Resource System (KRS)**

KRS, founded in 1989, is well versed in solid waste issues and related public education initiatives, as the company president, Kathy Neal, served on the former California Integrated Waste Management Board and created and chaired its Public Education and Legislation Committee. KRS has extensive experience with project planning, management and staffing; process improvement; public affairs, public education and governmental affairs strategy and outreach; statewide permitting and regulation of solid waste facilities and programs; and creation and implementation of public education and outreach initiatives. KRS is a city of Oakland certified small local business.

#### **Gershman, Brickner & Bratton, Inc. (GBB)**

GBB is an international management consulting firm that helps public- and private-sector organizations of all sizes craft practical, customized and technically sound solutions to complex solid waste management challenges. Since 1980, GBB has assisted hundreds of organizations develop long-term, sustainable solid waste solutions that save money and improve efficiencies. GBB will partner with CWS to support transition activities, and help develop programs that support increased recycling and diversion levels from the City's waste streams.

Robert Brickner, Executive Vice President, has more than 37 years of experience in the solid waste management field and is an expert in solid waste handling systems, including collection and processing equipment, equipment costs and systems analysis. He is well versed in cost allocation methods and economic/financial modeling, and life-cycle costing. Terry Schweitzer, GBB Principal Associate, has more than 18 years of experience in the solid waste management industry working with major private-sector waste collection firms. He has extensive experience in collection operations and management that spans residential, commercial, industrial, landfill, and transfer station lines of business. He has helped reduce operating expense through operational improvement utilizing technology and best practices. Terry has a strong analytical background, is accomplished in optimizing all aspects of collection operations, is proficient with route optimization software, and has maintained world-class safety practices.

#### **Archie Humphrey – Environmental Consultant/Transition Resources**

Archie Humphrey provides strategic solid waste management consulting services to public and private sector clients. He has over 35 years of experience in all facets of waste handling including collection, processing, composting, disposal and alternate technologies. Archie was the Chief Operating Officer of Recology (formerly Norcal) in San Francisco, California. His achievements at Recology include development and operation of food waste composting facilities and programs, implementation of San Francisco Fantastic 3 collection program, and

construction and operational start-up of the San Francisco Pier 96 recycling facility and C&D iMRF. CWS will draw from his vast experience and knowledge in operational development, transition and implementation.

#### **Paul J. Rottenberg**

Paul Rottenberg has for many years supported cities, special districts, non-profits and private companies engaged in solid waste and recycling activities. He focuses on contracts and compliance, materials processing and marketing, equipment specification, economic analysis, facility development, dispute resolution, contract negotiations and government relations. As CWS General Manager between 1992 and 1995, Paul managed the CWS start-up of curbside and multi-unit recycling collection in Oakland and oversaw staffing, equipment specification, financial projections, A/R, A/P, marketing, government relations, plant management, safety, equipment maintenance, computer system design and management, public relations, business development, et al.

Paul has a MBA from the University of San Francisco, a MPH in progress from the University of California Los Angeles, a BA in International Relations from San Francisco State University, has done undergraduate coursework in Economics/Political Science at Georgetown University, and is fully trained and licensed in commercial refuse and recycling vehicles and heavy equipment operation. He has been published and a lecturer on various solid waste issues.

#### **McNeilus Companies Inc.**

McNeilus, a leader in solid waste collection equipment since 1975, provides trucks and training to drivers and mechanics on very best practices of operating and maintaining equipment. With 59 branches and authorized service centers, mobile services, and 24/7 customer support, McNeilus services the needs of public and private clients. The cities of Raleigh, North Carolina; San Antonio, Texas; Houston, Texas; and Columbus, Ohio are some of the cities that McNeilus serves. McNeilus has partnered with CWS to provide packers for the chasses and train drivers and mechanics on best practices for using and maintaining the packers.

#### **Western Truck Parts and Equipment**

Western Truck Parts and Equipment/Western Peterbilt located in Oakland and specializing in Peterbilt equipment, is a full service commercial vehicle store with parts, service and sales departments that deal with new and used trucks and refuse trucks. Western Truck works daily with truck and body manufactures to ensure that the best balance is realized between initial price, operating costs, and vehicle and equipment durability.

#### **Coast Counties Truck and Equipment Company**

Coast Counties Truck and Equipment, established in 1948 and a local San José business, is the oldest franchised Peterbilt Dealer in the nation provides collection truck chasses, warranty work, and preventive maintenance inspections on all new CWS vehicles. Coast Counties

Peterbilt can provide the personnel and resources necessary to fully support the Service Agreement.

#### **FleetMind Solutions, Inc.**

FleetMind delivers fully integrated fleet management software solutions that provide the communications and business automation for waste and recycling collection firms to improve their operations and maximize their profit potential. CWS will utilize FleetMind's end-to-end software and hardware offering that includes onboard computers, wireless audio and video communications, driver terminals, automated service verification, fleet tracking, business intelligence systems and more. These technologies will help CWS to ensure complete visibility into fleet and business operations, achieve significant reductions in resource requirements, ensure fleets are operating efficiently and with the least environmental impact possible, and employees are providing services in a safe and consistent manner.

#### **Easy Fuel**

Easy Fuel, Inc. is committed to providing the highest quality fuel services and solutions to help companies both cut costs and improve efficiency in the Bay Area. The company offers a wide variety of services aimed at improving fuel management, resource allocation and fuel maintenance, and also provides generator-fueling solutions to help companies avoid costly production downtime and ensure the safety of employees and other building occupants during power disruptions. The company provides fueling and fuel monitoring solutions that aim to reduce labor costs and fueling time, increase productivity, and simplify and control fuel management.

#### **Coast Oil Company**

Coast Oil has been part of the Northern California business scene since 1935. The company has grown to become one of the largest distributors of gasoline, clean diesel fuel, bio diesel, and lubricants in the US. With over 875,000 gallons of above-ground storage, 30,000 square feet of warehouse and office space, utilizing modern "Pulsair" blending at the Coast Oil quality-control/test-lab facility located on four acres in East San José, Coast Oil is positioned to continue as one of the premier petroleum distributors in the US. The company provides bulk and packaged lubricants, transportation fleet oils, tank wagon fuel, truck and blending, keep-full programs, equipment programs, and waste oil programs.

#### **SSMB Pacific Holding Co.**

SSMB Pacific Holding Company, Inc., doing business as NorCal Kenworth, operates as a heavy and medium duty truck dealership company in California, offering new and used trucks, parts, and services. For parts and equipment, NorCal Kenworth offers complete, on-site inventory management, including bar coding and auto-replenish. NorCal Kenworth's custom designed management programs help customers reduce inventory costs and streamline accounting.

#### **Tire Distribution Systems**

Tire Distribution Systems, with a location in Oakland, performs full-service tire work from 44 locations in 8 states. TDS has the right mix of new tire and retread knowledge to ensure the ongoing success of their customers. The company provides new tires, retreads, wheel alignment and balancing, fleet inspections, tire disposal, wheel refurbishing, and scrap tire analysis.

#### **Markus Supply**

Markus Supply, located in Oakland, is a full-service commercial, industrial, and retail hardware and equipment supplier. The company will continue to provide CWS with tools, small equipment, and associated hardware and supplies.

#### **Allied Waste Services/Forward Landfill**

Allied Waste Services of Stockton operates Forward Landfill in Manteca. Forward Landfill is a private modern landfill facility utilizing technologies to generate energy and best manage landfill capacity for the future. The facility employs natural resources including using goats for weed control and falcons to control bird populations, and technologies including a 3MW energy plant powered by methane that can power up to 300 homes. CWS utilizes this facility for disposal of residue from its Oakland MRFs.

#### **Van Dyk/Bollegraaf**

Van Dyk/Bollegraaf designs, provides, and installs high-quality advanced MRF equipment and technologies for CWS' Oakland facilities. Van Dyk/Bollegraaf Recycling Solutions is a leading global engineer and manufacturer of recycling equipment and turnkey recycling solutions. The company has a record of accomplishment of 50+ years in the industry and invests heavily in Research and Development as well as in the latest manufacturing equipment and facilities. Bollegraaf's delivers balers, sorting systems, conveyors, shredders, Star Screens, reel splitters and other related equipment. Bollegraaf has four subsidiaries in Germany, France, England and Spain, for sales and service in these countries, and participates in a dealer organization in the USA and Canada.

#### **Bulk Handling Systems (BHS)**

BHS designs, engineers, manufactures, and installs unparalleled sorting and handling systems throughout the world for the recycling, solid waste, wood products, and power generation industries. BHS custom-designed systems at material recovery facilities (MRFs) efficiently extract recyclables from a variety of waste streams at recovery rates in excess of 99%, greatly minimizing the residue that hits landfills.

#### **Evergreen Environmental**

Evergreen Environmental is one of the largest waste oil collectors in California, and the only oil re-refining operation in the western United States. Evergreen is also a major provider of hazardous waste services, offering customers a full range of environmental services to handle all of their waste management needs. Evergreen's commitment to the environment is so

complete that every drop of used oil collected and fed into its Re-refining facility is recycled into useful products; nothing is wasted. Evergreen will partner with CWS to recycle oil from City of Oakland customers collected through its HHW programs and CWS fleet and facility operations.

#### **Freon Free**

Freon Free, based in Fairfield, CA, accepts for processing and recycling all materials containing Freon, HCFC, and refrigerants, including freezers and refrigerators, air conditioners, televisions, microwaves, washers and dryers, computers, other appliances, electronic scrap, and other items. The company began operating in Suisun City, CA in 1991, and has recently relocated to a larger and more advanced facility in Fairfield. Freon Free will collaborate with CWS to process all Freon, HCFC, and refrigerant-containing items collected from City of Oakland Customers.

#### **America's Best Battery**

America's Best Battery (ABB) brings over 50 years of history, experience, merged with modern technology into today's battery recycling needs. ABB established its current location in 1998 in Hayward, CA, and provides excellent coverage throughout its nine bay area county service area. ABB recycles all varieties of batteries, from household batteries and battery packs for electronics to large flooded cell batteries from utility and telecommunications systems. CWS will provide City of Oakland customers with battery services during its HHW collection events, and will deliver batteries to ABB for recycling.

#### **Stericycle**

Stericycle provides disposal services for medical and biohazardous waste, and maintains the nation's largest network of medical waste transport vehicles, collection sites, and treatment facilities for hazardous materials. Stericycle operates internationally, providing medical waste disposal, sharps disposal management, OSHA and HIPAA compliance programs, pharmaceutical returns and disposal, recall readiness training, product recalls and retrievals, hazardous waste disposal, biohazard containers, and mail-back systems. CWS will utilize Stericycle's services for management of sharps, collected pharmaceuticals disposal, and other hazardous material disposal needs.

#### **Goodwill Industries, Salvation Army, and other resale partners**

Non-profit organizations, such as Goodwill, will be invited to come together to support CWS as a Reuse Advisory Board for reusable objects collected in the Large Item collections. To help accomplish CWS' objective of increasing diversion, the proposal includes a location where reusable items can be easily segregated for transport to a disposal facility. Reusable materials, such as building material and furniture, will be taken from the site by non-profit organizations, such as Goodwill and Salvation Army, where they will be redistributed to individuals and organizations.

#### **List of Lenders**

CWS' lending institutions are East West Bank and the Industrial and Commercial Bank of China. A letter of support from each bank is provided as Appendix 7.3. Contact information for our lenders is as follows:

Henry Choi  
 First Vice President & Manager, Commercial and Trade Finance, Northern California  
 East West Bank  
 2350 Mission College Blvd. Suite 988  
 Santa Clara, CA 95054  
 408-320-2011  
[henry.choy@eastwestbank.com](mailto:henry.choy@eastwestbank.com)

Michael W. Lai  
 Executive Vice President and Head of California Region  
 Industrial and Commercial Bank of China  
 1001 Grant Avenue  
 San Francisco, CA 94133  
 415-352-6918  
[laimw@hkbea-us.com](mailto:laimw@hkbea-us.com)

### 3.4. Other Related Experience

In addition to services provided by CWS in other communities that are similar to those proposed for the City of Oakland (highlighted in Section 3.2), waste companies with exclusive recycling collection contracts bring to CWS over 50,000 tons per year of residential and commercial recyclables. These materials are processed at the Oakland facilities and CWS remits payment for the incoming tons to the waste companies on a monthly basis:

**Table 1 Private Companies Serviced by CWS Oakland**

Customer	Services	Dates
Waste Management, Inc.	Processing of Residential and Commercial Recyclables	2003 to 2012
Republic Services (formerly BFI/Allied Waste)	Processing of Residential Recyclables	1996 to 1998, 2002 to 2010 when acquired by Republic
Recology Systems, Inc. (formerly Norcal Waste)	Processing of Residential and Commercial Recyclables	2000 to 2007
Republic Services	Processing of Residential Recyclables	2001 to present
Waste Connections	Processing Residential and Commercial single-stream	2011-2012
Timber Cove	Processing of Residential and Commercial single-stream from the	2009 to present

	City of Santa Rosa	
Various commercial and industrial customers	Processing of Commercial Recyclables and Industrial Recyclables	ongoing

### 3.5. References

#### 3.5.1. California Waste Solutions

##### City of Oakland

CWS was awarded its first public-sector franchise contract from the City of Oakland in 1993, as one of the City’s major recycling collection and processing companies. This franchise agreement, which continues today, has doubled in size since the original award. From 1993 to the present, the City has exercised every contract extension and renewal



option. CWS collects residential recyclables from approximately 75,000 single and multi-family/commercial buildings in Oakland and processes these at its two Oakland MRFs. The company also collects and recycles materials from commercial businesses throughout the city in a non-regulated, competitive market.

Since 2005, CWS has expanded the Multi-Family Dwelling (MFD) program to enroll more than 2,400 newly constructed and serviced properties, for a total of 30,200 units served. This was accomplished through enhanced education, outreach, and service to residents. These new enrolled units represent a diverse group of residents who are actively involved and supportive of Oakland’s Recycling Program, with weekly participation levels from 95-100 percent and appropriate utilization of containers. MFD outreach efforts continue in 2012 and CWS has worked closely with the City of Oakland to launch MFD programs at many developments that have recently transitioned into the City’s program.

In addition to the Multi-Family Dwellings, CWS collects recycling from 41 City facilities and offices, and 525 commercial buildings.

Contact:

Ms. Susan Kattchee  
Manager of Environmental Services  
City of Oakland

250 Frank H. Ogawa Plaza  
Oakland, CA 94612  
skattchee@oaklandnet.com  
Phone: 510 238-3962



#### City of San José

In 2002, as subcontractor to San José’s collection contractor Norcal Waste Systems (Recology), CWS constructed and began operating a modern single-stream MRF transfer station in San José to process up to 530 tons per day of single-stream materials from 160,000 single-family residential customers.

The City of San José subsequently awarded to CWS a single-stream recyclables collection and processing contract and starting in 2007 CWS began serving the same number of single-family homes with used motor oil, oil filters, textiles, and “large bulky item” collection and recycling included in the program. CWS approached this work with a focus on timely collection, good labor relations, discouraging contamination, promoting recycling, efficient processing, and strong marketing of post-consumer material. To improve services for the City of San José, CWS made a number of significant capital investments in the San José plant and increased resources by adding personnel, site and facility improvements.

Thirty days after CWS began providing recyclables collection and recycling processing services in San José, the City Council awarded CWS for its leadership in executing the smoothest transition for solid waste services that the and its citizens had experienced in the 14-year history of its Recycle Plus Program.



Contact:

Ms. Donna Perala  
Program Manager  
Integrated Waste Management  
Environmental Services Department  
City of San José

200 East Santa Clara St.– 10th Floor  
San José, CA 95113  
donna.perala@sanJoseca.gov  
Phone: (408) 975-2511

### 3.5.2. Vasco Road Landfill References

#### **Alameda County Industries**

Contact	Brian Jones
Title	Route Manager
Address	510 Aladdin Avenue; San Leandro, CA 94577
Telephone No.	510-346-8155
Project	Disposal Services for the City of San Leandro

#### **Livermore Sanitation**

Contact	Bernie Camara Larrabe
Title	General Manager
Address	7000 National Drive; Livermore, CA 94550
Telephone No.	925-583-3595
Project	Disposal Services for the City of Livermore Construction and Demolition Debris Processing and Disposal

#### **Pleasanton Garbage Service, Inc.**

Contact	Eric V. Lauritsen
Title	General Manager
Address	P.O. Box 399; Pleasanton, CA 94566
Telephone No.	925-846-2042
Project	Disposal Services for the City of Pleasanton

#### **City of Livermore**

Contact	Judy Erlandson
Title	Public Works Manager

Address	3500 Robertson Park Road; Livermore, CA 94550
Telephone No.	925-960-8000
Project	Disposal Services for the City of Livermore

**Monk & Associates**

Contact	Chris Milliken
Title	Office Manager
Address	1136 Saranap Avenue, Suite Q; Walnut Creek, CA 94595
Telephone No.	925-947-4867
Project	Environmental Compliance

Letters of recommendation from these references are on the following pages



7000 National Drive  
Livermore, CA 94550

925-449-7300 main  
925-449-3300 fax

Livermore Sanitation Inc. (LSI) was awarded the exclusive Franchise Agreement with the City of Livermore in September 2009. Collection began July 1, 2010 for both residential and commercial sectors. The City of Livermore holds an agreement with Republic Services Vasco Road Landfill to deliver all its commercial and residential solid waste.

LSI disposes all of its solid waste, construction & demolition, and all debris box service at Vasco Road. LSI on a monthly average disposes of 3200 tons of solid waste, 170 tons of C&D material and 75 tons of miscellaneous material. LSI averages 34 truck trips per day with an average of 726 per month.

Vasco Road has always been able to accommodate any types of request and has been able to handle special waste as long as a sample was supplied for proper testing.

Should anyone have questions in regards to the disposal activities that LSI has with Republic Services Vasco Road they may contact:

Bernie Camara Larrabe



General Manager  
Livermore Sanitation Inc.  
925-583-3595

[www.livermoresanitation.com](http://www.livermoresanitation.com)



June 16, 2011

To whom it may concern:

Alameda County Industries (ACI) has been doing business with Republic Services Vasco Road since 2003. ACI collects solid waste from The City of San Leandro and transfers the material daily from our facility in San Leandro to Vasco Road on the City of Livermore.

ACI operates full time 6:00a.m to 5:00 p.m. Monday through Friday closed on Thanksgiving, Christmas, and New Year Day. ACI transfers an estimated 3500 tons per month to Republic Services Vasco Road. ACI used 52 foot Wilkens Trailers with walking floors to transfer and unload its material. Once at the landfill if there are mechanical problems with our trailers and we are unable to use our walking floors, Republic Vasco Road Landfill is also equipped with a tipping floor to unload our material.

ACI trucks are equipped with Air Track a global tracking devise. Our trucks average 17 minutes per load of landfill time. Landfill time is calculated from the time our truck crossed the inbound scale to the time it crosses the outboard side.

If you have further questions in regards to the activities that ACI is involved in while at the Republic Services Vasco Road Landfill I can be reached at:

Brian Jones

Route Manager  
Alameda County Industries  
510-346-8155

610 ALADDIN AVENUE, SAN LEANDRO, CA 94577-4302 • PHONE: (510) 357-7282 • FAX: (510) 357-7329 • [www.alamedacountyindustries.com](http://www.alamedacountyindustries.com)



## Pleasanton Garbage Service, Inc.

June 16, 2011

Pleasanton Garbage Service, Inc. (PGS) is the franchised solid waste collection company for the City of Pleasanton and has been delivering municipal solid waste to Vasco Road Landfill for over 30 years.

PGS delivers on a monthly average 2,700 ton of municipal solid waste, construction and demolition residue. We deliver the waste in transfer trucks and the occasional debris box, making approximately 16 loads per day Monday thru Saturday.

Republic Services, Vasco Road has always accommodated our waste disposal needs. They consistently look for ways to improve their operations which in turn benefits our operation.

I would be happy to answer any questions in regards to our relationship with Republic Services Vasco Road.

Sincerely,



Eric V. Lauritsen  
General Manager

P.O. Box 399

Pleasanton, CA 94566

925-846-2012

Fax 925-846-9323

# LIVERMORE

CALIFORNIA

June 20, 2011

Diana Ratto  
Operations Manager  
Vasco Road Landfill  
4001 N. Vasco Road  
Livermore, CA 94551

Re: Republic Services Vasco Road Landfill

Dear Ms Ratto:

The City of Livermore has utilized the Republic Services Vasco Road Landfill (VRSL) for waste disposal for several decades; the most recent contract began in 2004 and extends until December 2023.

I have been responsible for managing the contract on behalf of the City of Livermore since 2008. During this time, the VSRL has met the terms of the contract without exception.

Republic Services staff, particularly Diana Ratto, Rick King, and Mike Caprio, have been especially willing to be flexible and creative to meet the needs of the City and its residents. For example, last year the City desired to implement incentives for landfill customers to separate their waste for recycling and correctly report their jurisdiction of origin. VSRL staff were willing to work with the City to negotiate a mutually beneficial arrangement to encourage diversion and improve the accuracy of state disposal reporting.

Additionally, Republic Services has made a number of property improvements in order to better serve their customers and protect the environment. For example, a construction and demolition debris sort line commenced earlier this year to divert precious materials for reuse and recycling and help the City of Livermore achieve its goal of 75% waste diversion by 2015.

I would be happy to further discuss the VSRL performance and my experiences working with Republic Services staff. Please feel free to contact me at 925-960-8002 or [jaerlandson@ci.livermore.ca.us](mailto:jaerlandson@ci.livermore.ca.us) if you have any questions.

Sincerely,



Judy Erlandson  
Public Works Manager  
Public Works Department

Public Works Dept. 3500 Robertson Park Road  
Livermore, CA 94550

phone: (925) 960-8000  
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[www.ci.livermore.ca.us](http://www.ci.livermore.ca.us)

**MONK & ASSOCIATES**  
**Environmental Consultants**

June 28, 2011

To Whom It May Concern:

Monk & Associates, Inc. (M&A), Environmental Consultants, has been working with Republic Services for over 15 years to insure compliance with Federal, State, and Local environmental regulations, as well as help maintain conservational equity at their project sites.

M&A assisted Republic Services West County Landfill with acquisition of authorization to use Nationwide Permits, as administered by the U.S. Army Corps of Engineers, with three proposed levee repairs located along levees that surround the landfill in Richmond, California. M&A provided consultations services for the Potrero Hills Landfill in support of coordination with the San Francisco Bay Conservation and Development Commission and other regulatory agencies.

In conjunction with East Bay Regional Parks District, M&A provided services for the restoration project at Brushy Peak Regional Preserve, providing new ponds to provide important habitat for the California red-legged frog and California tiger salamander. New roads, new fences, improved the ability for increased security and grazing management to benefit the San Joaquin kit fox and to protect sensitive wetland areas.

Since 1996 M&A has been involved with conservation and restoration efforts pursuant to the California Environmental Quality Act (CEQA) at Republic Services Vasco Road Landfill (RSVRL). M&A prepared a Biological Implementation Plan for RSVRL and has been monitoring the environmental conditions on the site and preparing annual reports that have been submitted to the California Department of Fish and Game as well as the U.S. Fish and Wildlife Service. M&A constructed a wetlands mitigation pond on the site and has been monitoring the success of the pond for the past five years, reporting annually to the U.S. Army Corps of Engineers. M&A prepared and implemented both a Grazing Plan and a Weed Abatement plan to protect native grass and plant species and control and remove invasive non-native grass and plant species from the project site.

Republic Services, as a company and with its staff, has been environmentally conscious while doing a difficult task, facing the ever increasing needs and challenges of its communities. M&A is proud to stand alongside Republic Services to insure that environmental results of today last long into the future.

Sincerely,



Chris Milliken  
Office Manager

1136 Saranap Ave., Suite Q ♦ Walnut Creek ♦ California ♦ 94595  
(925) 947-4867 ♦ FAX (925) 947-1165

### 3.5.3. Keller Canyon Landfill

#### City of Brentwood

Client:	City of Brentwood
Contact:	John Carlson, Solid Waste and Recycling Manager
Phone:	925-516-6090
Service:	Transfer, processing and disposal of yard waste, recyclables and solid waste

#### County of Sonoma

Client:	County of Sonoma
Contact:	Susan Klassen, Deputy Public Works Director
Phone:	707-565-2231
Service:	Disposal of Solid Waste

#### Central Contra Costa Solid Waste Authority

Client:	Central Contra Costa Solid Waste Authority
Contact:	Executive Director
Phone:	925-906-1801
Service:	Collection, processing, transfer and disposal of solid waste – under contract with Allied Waste Services of Contra Costa County

### 3.6. Litigation History

California Waste Solutions (CWS) has provided full disclosure of its claims, settlements and arbitration history.

#### 3.6.1. Past

Included below is CWS's history, for the last ten (10) years, of all claims settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more and all criminal

actions in which the company, its parent company, subsidiaries, all partners, or principals were involved:

***California Waste Solutions, Inc. v. Norcal Waste Systems, Inc., now known as Recology, American Arbitration Association Case No.: 74 181 Y 00581 04 LMT*** In the San José Subcontract between Norcal Waste Systems, Inc. (“Norcal”) and California Waste Solutions, Inc. (“CWS”), Norcal promised to deliver no more than 10 percent non-recyclable material. CWS built its recycling facility and purchased recycling machinery based on that promise and expectation that it would not need to operate a solid waste facility. Norcal, however, breached the contract by inundating CWS with, on average, 20-25 percent non-recyclable material. As a result of Norcal’s breach, CWS suffered equipment failures and processing difficulties, was fined by the City, and was ultimately forced to obtain a Solid Waste Facility Permit. Norcal filed a counter-claim against CWS, alleging that CWS breached the San José Subcontract by failing to process 95 percent of incoming recyclables. The neutral arbitrator rejected Norcal’s counter-claim, found that Norcal materially breached the Subcontract, and awarded CWS damages in the amount of \$5,211,489.90. The judgment included repayment to CWS of fines that had been imposed in an enforcement action brought by the City of San Jose (Santa Clara County Superior Court Case No. 1-03-CV002609 filed in 2003). The enforcement action was based on the amount of residue from processing at CWS’ San Jose facility and the costs associated with securing a Solid Waste Facilities Permit which was required due to the excessive impurities in the materials delivered to the facility by Norcal.

***California Waste Solutions, Inc., OSHA Inspection No. 1225566885*** In 2005 CWS suffered a workplace fatality when an employee entered a material baler without using proper safety procedures and was killed. Our deceased colleague acted alone. An OSHA investigation was commenced and a citation was issued (Citation No. 1225566885). CWS appealed the Citation (Docket No. 05-R1D4-3087/3090). CWS was charged with violation of Labor Code Section 6423(a)(2), and resolved the entire matter by paying a \$155,000 fine. In order to prevent another such occurrence, CWS continuously works to prevent accidents through training and procedural safeguards.

***California Waste Solutions, Inc., vs. County of Sacramento*** CWS commenced litigation with the County of Sacramento (California Waste Solutions v. County of Sacramento, Sacramento County Superior Court, Action No. Case No. FCS029737). CWS was a purchaser of unsorted recyclables from Sacramento County. The dispute involved the County's performance under the contract and issues pertaining to the renewal of the contract. After a jury trial in March of 2009, CWS won a judgment against the County of Sacramento for \$340,773 which has been paid in full. The court also found that the contract had been properly terminated.

#### 3.6.2. Current / Threatened

***Saddah v. CWS, Case No. RG12661734; Thompson v. CWS, Case No. RG12661731; Baldwin v. CWS, Case No. RG12661727; and Ledit v. CWS, Case No. C-12-6255.*** The Saddah, Thompson

and Baldwin cases are filed in Alameda County Superior Court and the Ledit case is filed in US District Court in the Northern District of California. The pleadings have been referred to CWS' attorneys. None of the complaints specifies the damages sought by the plaintiffs. As discussed in CWS' EEOC response, CWS does not believe that the claims are meritorious. Each claim was settled and did not take time of the court. The employees no longer work at CWS.

### 3.6.3. Enforcement Actions

***Environmental Protection Agency v. CWS*** The Environmental Protection Agency ("EPA") commenced a series of enforcement actions against CWS, USEPA Docket Nos. CWA-309(a)-07-002 (December 4, 2006) and CWA-309(a)-07-007 (February 2, 2007) (collectively, the "Action"). The Action was predicated on the EPA's Finding of Violation and Order for Compliance issued on February 2, 2007. In the Action the EPA alleged violations of the Clean Water Act at three CWS facilities containing sorting devices, picking lines and balers where recyclables are run across conveyor belts and sorted both manually and by machine and where marketable materials are baled or otherwise packaged for sale into the domestic and global recycled commodities markets. Two of the facilities are located in Oakland and one in San Jose. The EPA also alleged violations at a facility in Oakland where CWS services its vehicles and equipment. CWS entered into a Consent Agreement and Final Order (CA/FO) in early 2009 without admitting wrongdoing. The CA/FO resolved the Action and provided for the payment of \$261,400. There have been no allegations by the EPA of non-compliance with the Clean Water Act since the Action.

***State of California Department of Industrial Relations- Citation and Notice of Penalty*** The California Division of Occupational Safety and Health, in its Inspection No. 310636618 of CWS' facility at 1005 Timothy Drive, San Jose, CA on May 22, 2007 and August 3, 2007, issued its Citation and Notice of Penalty on August 9, 2007. The penalties totaled \$2,100 and have been paid in full. The penalties pertained to the maintenance of documentation, the placement of emergency stop equipment, guard rail height, use of protective eyewear, and conveyor guards.

***State of California Air Resources Board (1001 I Street, Sacramento, CA 95814) Settlement Agreement and Release.*** On April 9, 2010, CWS entered into a Settlement and Release Agreement with the California Air Resources Board and paid a civil penalty of \$6,500 to resolve allegations regarding violations of Health and Safety Code Sections 44011.6, and regulations contained in Title 13 of the California Code of Regulations pertaining to the testing of diesel emissions. There is no identifying number for the Settlement and Release. It was executed on behalf of the State of California by James Ryden, Chief of the Enforcement Division.

### 3.6.4. Revocation/Suspension

There have been no actions taken to revoke or suspend any permit, franchise, license, entitlement or business license held by CWS during the last five years.

### **3.6.5. Claims**

There have been no claims against a bid or performance bond provided by CWS, nor any contractual defaults or terminations by CWS in the last 20 years.

There have been no liquidated damages, administrative fines, charges, or assessments that total Ten Thousand Dollars (\$10,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by CWS to a public agency as a result of Collection services provided by CWS.

### **3.7. Conflict of Interest Statement**

Please see Disposal Form 9 in Section 7 of this proposal. California Waste Solutions fully adheres to all

warrants no gratuities have been, or will be, offered or given by itself (or any agent or representative thereof) to any officer or employee of the City, or any participant in the selection of a proposer to furnish the services described in this proposal, in order to secure a favorable treatment regarding the evaluation, grading, and contract award process.

## 4. STATEMENT OF FINANCIAL QUALIFICATIONS

### 4.1 FINANCE

Audited financial statements for years 2011, 2012, and 2013 are included under a separate cover, sealed envelope that accompanies this proposal.

California Waste Solutions, Inc. is a minority, privately held company. As such, the audited financial statements are not filed publicly and are not provided for public use. Disclosure of the financial information contained in the audited financial statements is generally limited to creditors and other users relying on the financial statements as a way to evaluate CWS' financial condition. Public disclosure of CWS' audited financial statements and the information contained therein may put the company at a competitive disadvantage.

CWS requests that the City of Oakland make every effort to treat the audited financial statements as confidential. While we recognize the obligation to comply with the California Public Records Act, we believe that the information contained in the statements should be treated as confidential and should not otherwise be disclosed.

- 4.1.1 AUDITED FINANCIAL STATEMENTS**
- 4.1.2 CFO STATEMENT OF NO MATERIAL CHANGE**
- 4.1.3 PROOF OF REQUIRED FINANCING**
- 4.1.4 LABOR AGREEMENT**

CWS attributes much of its success to the diversity of its management and non-management team members. The rich professional and cultural experiences brought to the company by our team contribute a wealth of assorted ideas, perspectives, and innovations that continuously strengthen the services we provide to all of our stakeholders. This wonderful array is seen in the faces of our colleagues and daily practices of our enterprise.

In addition to the rewards of a diverse workforce, CWS supports and abides by the letter and spirit of the Equal Employment and Opportunity Commission (EEOC) and American with Disabilities Act (ADA) that protects our staff and stakeholders from discrimination. Protected categories include or address:

- Age
- Disability
- Equal pay & compensation
- National origin
- Race and/or nationality
- Religion
- Retaliation
- Sexual orientation
- Genetics

CWS policy fulfills the law and spirit of the EEOC through its hiring, training, employee treatment and application of commerce. We in part achieve regulatory compliance by publishing and distributing a CWS Employee Handbook, as well as conducting annual and routine training of our managers and staff. CWS will continue to apply EEOC and ADA standards to our existing, expanding, and new operations and facilities.

CWS will provide training to minimize the risk of work place violence. All employees will be trained in Alternative Dispute Resolution. This will help employees understand that there are alternative methods to resolve disputes when a conflict has emerged. CWS will institute a Threat Assessment Team that will work with management to assess the potential for workplace violence.

CWS currently has employees represented by the International Longshore and Warehouse Union Local 6, the Teamsters Industrial Union Local 70, and the International Association of Machinists and Aerospace Workers Union Local 1546. The company has separate collective bargaining agreements with each union. CWS maintains a successful collegial relationship with Teamsters Local 70 and continues abiding by all current wages, benefits and bargaining terms for all our solid waste and recycling drivers. CWS has attached our mutual letter of understanding and awaits a final copy of the Collective Bargaining Agreement that ratifies and extends our agreement through the Contract term.

Figure 2 Correspondence Illustrating Status of Labor Agreement with Local 70



## 5. TECHNICAL PROPOSAL

### 5.1. Disposal Operations Plan

*Proposers shall provide a detailed Disposal operations plan that presents the specific Disposal programs that will be implemented. This may be appended as part of the signed Disposal Services Contract. This must address items as listed above and also include: (Note: proposers proposing to provide a “delivery” facility must provide the applicable information for both the “delivery” facility and the Disposal Facility).*

Republic Services is offering two local disposal facilities which will both be available to the City to meet the needs of the contract. The two facilities are the Keller Canyon Landfill in Pittsburg and the Vasco Road Landfill in Livermore. The Vasco Road Landfill will be the primary disposal facility, and the Keller Canyon Landfill will be the contingent disposal facility. Both operations are fully permitted facilities that meet or exceed all applicable State and Federal requirements and are operated to the highest standards.

The Vasco Road Landfill is located in the Altamont Hills of eastern Alameda County, approximately three miles north of City of Livermore, California. The site was permitted as a landfill in 1962 and began operation in 1963. The infrastructure available at the Vasco Road Landfill enables the facility to provide the scope of services requested. The landfill is located on 435 acres of land of which 246 acres are permitted for disposal. The surrounding land is used for cattle grazing, ranching and wind farms and the vicinity is planned to remain an agricultural area.

Republic Services’ Keller Canyon Landfill is a fully permitted state-of- the-art Class II disposal facility that will require no additional permits for the continued acceptance of all of the City’s material during the term of the contract. The relatively recent development of the facility dictates that all of the material is contained within state-of-the-art liner systems which are designed to eliminate environmental concerns and subsequent liabilities.

As stated, both facilities meet or exceed all state and Federal standards which include prescriptive guidelines for engineering and design, detailed construction quality assurance procedures, extensive ground water, air and surface water runoff monitoring, provisions for leachate and landfill gas control as well as screening procedures to catch any unauthorized waste before it is placed in the landfill. Overall, the design features and environmental controls at these facilities are second to none. With the indemnity provided through these facilities any concerns regarding future environmental liabilities never arise.

The sites maintain full coverage in the form of performance bonds and letters of credit at the California Integrated Waste Management Board (CIWMB) for closure and post-closure. Additionally, they have satisfied the owner operator liability requirements as well as the Article 5 Corrective Action requirements overseen by the CIWMB and RWQCB, respectively. Republic

Services maintains an Environmental Impairment Insurance policy in the amount of \$10,000,000 to cover any unforeseen circumstances that may arise.

Republic Services is the only company with existing infrastructure located in the Bay Area that is available for use by the City if the need arises. In the highly unlikely event that both these facilities are unable to accept material from the City, one or more of RSG's other local operations would be easily accessed. In addition to Keller Canyon and Vasco Road landfills, Republic Services offers unparalleled resources in the Bay Area including Forward Landfill in Stockton, Newby Island in San Jose and Ox Mountain in Half Moon Bay.

Both Vasco Road and Keller Canyon Landfills maintain inbound and outbound in-ground scales. Each one is tied to an operating system known as TRUX. The TRUX system tracks information pertinent to each load including the inbound and outbound tons for the vehicle as well as the time, date and city of origin of the vehicle entering the facility. The TRUX system is tied to RSG's billing system and identifies which customers are approved for acceptance at the facility. The scales at the landfill are regularly maintained by qualified technicians and certified annually.

Both Vasco Road and Keller Canyon Landfills use tare weights established for transfer and other vehicles entering the facilities. The tare weights are stored in RSG's scale house computer system and tags for each load are provided to the driver of the vehicle.

A weight ticket is generated from the scale system which identifies customer name, material type and net weight of the material being delivered to the facility. For vehicles using the facility that do not have tare weights stored in the system, they are required to weigh out on their exit from the facility and are provided with a final receipt at that time.

Scale house attendants review each load coming into the sites. Loads coming from Republic's Golden Bear Transfer Station have been pre-screened for unacceptable wastes. Loads originating from other locations or directly from collection routes are screened through a detailed load checking program at the working area. The scale system is equipped with radiation detectors on either side of both scales. These devices are set at low level detection and serve to eliminate the potential for acceptance of radioactive material resulting from medical treatment or inadvertent disposal. The site operates under a load checking program that has been approved by the Local Enforcement Agency (LEA), CalRecycle and Regional Water Quality Control Board. Material removed from the refuse as part of this program is stored in a compartmentalized container which segregates non-compatible wastes to eliminate any associated hazards. This material is periodically collected by a certified hazardous waste processor and disposed of appropriately.

All weather access roads and tipping pads are in place for transport of material to specific tipping locations with signage directing the way to the working areas of the site. Drainage control features keep water from ponding or sheet flowing over these surfaces to ensure that

they are passable in any conditions. The traffic director or "spotter" typically keeps transfer trailers on one side of the working area and all other self-tipping vehicles on the other to enhance safe operations. Maintenance of a stable level working area is also important to a safe operation.

In addition, the following Safety Standards are employed at Republic Services landfills:

- Only the driver can be out of the cab on the active face of the landfill
- Spotters and drivers must allow for a distance of at least 10 feet between vehicles
- Equipment operators must allow for a distance of at least 20 feet from vehicles when pushing garbage
- All landfill bull dozers and compactors are equipped with rearview cameras and backup alarms
- All personnel outside vehicles must wear proper personal protective equipment including gloves, high visibility lime-yellow clothing and hard hats
- Drivers must be within close proximity to their truck at all times
- Drivers must never walk under a raised tailgate
- Drivers are provided a designated area close to the active face to reconnect turnbuckles and to clean out behind the blade

Once discharged from the trailer, the refuse is spread over the working face with a bull dozer and placed with a compactor.

Alternative daily cover is placed over areas that will receive refuse placement the following day and soil is placed over areas that will not receive refuse placement for an extended period.

The two facilities employ over 40 people including 17 equipment operators, three full-time mechanics, five scale house attendants, six laborers, an engineer and full-time onsite management. In addition, both locations use a variety of other personnel as needed to ensure site aesthetics are maintained.

Refuse placement is carried out with a combination of CAT D8 and D7E ((hybrid) bulldozers and a combined five CAT 836 compactors. Cat 627 scrapers, haul truck and excavators are utilized for transport of daily cover. CAT D6 and CAT 140H motor graders are available for slope work and grading of roads and tipping areas. The facilities also have extensive backup equipment as needed when maintenance is being performed or unexpected breakdowns occur, thus ensuring consistent reliable service for RSG's customers. A total of five onsite water trucks are available for consistent dust control.

All of Republic Services' landfill operations in Northern California maintain sufficient backup equipment in the event that a front-line piece of equipment fails. The operating subsidiaries also have developed strong working relationships with equipment vendors who have a large fleet of rental equipment (loaders, bull dozers and compaction equipment) that can be accessed as needed.

## 5.2. Facilities

- Method of transportation required for "delivery" facility access (if applicable), (truck, rail, barge, etc.);

Refuse delivered to the site is typically transported in self-dumping live floor trailers or "possum belly" transfer trucks that can be unloaded using one of Keller's two onsite tippers.

- The capacity of each facility, and the demonstration of Republic's ability to accommodate the City's requirements;

Republic Services completes aerial surveys on all their facilities annually. As of 12 /31/13, Keller Canyon Landfill has an estimated 78 years of remaining capacity. In addition, Vasco Road Landfill has 22 years of life left.

Between both Vasco the Keller Canyon Landfills, Republic's infrastructure has more than adequate daily capacity to accept the current and projected future volumes of waste generated by the City now and for the term of the agreement. Both facilities are fully permitted to accept material from the City and do not require any amendments to their existing permits to accept this refuse stream.

Republic Services owns and operates five landfills in Northern California. In the highly unlikely event that Vasco or Keller Canyon Landfills are unable to accept material from the City, one or more of these facilities would be easily accessed. The facilities are Forward Landfill in Stockton, Newby Island in San Jose and Ox Mountain in Half Moon Bay and all are fully permitted to accept the City's waste during the term of the agreement.

- Demonstration of minimum Disposal capacity (including other service contracts currently held)

The Keller facility is permitted to handle 3,500 tons per day of refuse. Currently the site receives approximately 2,200 tons per day on average. With a total remaining capacity of approximately 57 million tons, the Keller Canyon Landfill possesses the long-term capacity to handle the anticipated volumes over the life of the proposed agreement with the City.

Vasco has over 20-years of remaining capacity and is permitted to accept 2518 tons per day for disposal. Currently Vasco receives about 800 tons per day for disposal, including all of its current contract obligations.

- Required permit revisions, mitigation, fees and approvals necessary to accept the City's waste;

**None**

- Documentation that the facility design and operations are in compliance with all applicable federal, state, and local regulations, including, but not limited to, RCRA Subtitle D 308 requirements.

Both facilities are designed, constructed and operated in a manner that meets or exceeds all State, local and Federal requirements. These include requirements as set forth by the respective Local Enforcement Agency (LEA), Regional Water Quality Control Board, Bay Area Air Quality Management District and CalRecycle. The facilities both carry current permits with all above agencies and are inspected regularly. There are no outstanding violations at either operation as both are operated to the highest standards.

LEA Contacts for both facilities are as follows:

**Vasco:**

Wing Suen

Senior Environmental Specialist

Alameda County Environmental Health Department

1131 Harbor Bay Parkway, Suite 226

Alameda, CA 94502-6577

510-777-2218

**Keller:**

Eric Fung, Environmental Health Specialist II

Contra Costa Environmental Health

925-692-2538

**Regulatory Agencies and Permits**

- A copy of the primary permits associated with site operations (i.e., State of California Solid Waste Facility Permit);
- The permitted and remaining capacity of the Disposal Facility;

**Keller (as of 12/31/13)**

**Remaining Capacity: 57 million cubic yards**  
**Remaining Site Life: 78-years**  
**1300 tons per day excess permitted capacity**

**Vasco:**

**Remaining Capacity: 8 million cubic yards**  
**Remaining Site Life: 22-years**  
**1500 tons per day excess permitted capacity**

- A written commitment guaranteeing capacity (on a daily basis and annual basis) for the Mixed Material,

Based on the City of Oakland's current disposal volume anticipated to be disposed of at either Vasco Road Landfill or Keller Canyon Landfill, Republic Services guarantees there is more than adequate daily and annual capacity to accept the current and projected future volumes of waste generated by the City of Oakland now and for the term of the agreement. Both facilities are fully permitted to accept material from the City and neither requires any amendments to existing permits to continue acceptance of this refuse stream.

- Garbage and Mixed Material Residue generated by the City and the City's MM&O Contractor under the terms of the MM&O Collection Services Contract;

Based on the City of Oakland's current disposal volume anticipated to be disposed of at either Vasco Road Landfill or Keller Canyon Landfill, Republic Services guarantees there is more than adequate daily and annual capacity to accept the current and projected future volumes of waste generated by the City of Oakland now and for the term of the agreement. Both facilities are fully permitted to accept material from the City and does not require any amendments to existing permits to continue acceptance of this refuse stream.

- Describe any expansion plans, including additional capacity to be constructed, schedule for expansion, and permitting status of the expansion plan needed to insure the guaranteed capacity at the proposed Disposal Facility;

**None**

- Provide a written commitment to indemnify the City against all events in connection with or related to the Contractor's provision of Disposal Services, as described in the Disposal Services Contract located in Section 5 of this RFP. Discuss the financial mechanisms that are in place at this time to effectively indemnify Disposal site users;

Once signed, contract provisions with respect to indemnity will be honored. Republic Services is a Fortune 500 company traded on the New York Stock Exchange and carries all required Performance and security bonds needed for contract compliance.

- Describe efforts to minimize and mitigate climate impacts. Details should include efforts to:
  - Minimizing Landfill Emissions
  - Minimize Equipment Emissions
  - Minimize Unprocessed Organics

Republic is committed to cost-effective, responsible programs and initiatives to limit the environmental impact of RSG's operations and increase diversion from RSG's landfills. Republic further supports this initiative with its own plans for the use of these lower emission vehicles as new trucks are purchased. In fact, Keller Canyon Landfill recently purchased a new "hybrid" bulldozer from Caterpillar which uses 40% less fuel than a conventional unit. RSG is constantly looking to increase efficiencies and reduce greenhouse gasses and will look for additional ways to reduce the carbon footprint of operations.

In RSG's commitment to sustainability and the environment, Republic has implemented a comprehensive recycling programs that utilizes other Republic recycling and processing facilities for increased diversion. At the Keller Canyon Landfill, 25-30% of the material delivered is diverted as beneficial reuse such as road base and wet weather pad construction and daily cover.

The Vasco Road Landfill has a state of the art landfill gas to energy plant and is home to a 4.3 megawatt landfill gas-to-electricity (LFGTE) plant that was designed, built, owned and operated by Ameresco, Inc. (NYSE:AMRC). Ameresco is a leading independent energy efficiency and renewable energy company. As part of a \$13 million project, Ameresco captures the landfill gas generated at the landfill and uses it as fuel to generate power for homes and businesses in the Santa Clara and San Francisco Bay Area.

The Vasco Road project is Republic's seventh landfill gas to energy venture in California, representing nearly 41 MW of electricity. In addition to converting gas from a landfill into renewable-based electricity, the project's construction and operation will add new green jobs and economic benefits to the local economy, and it will help the state meet its commitment to increase its renewable energy portfolio standard. Vasco Road Landfill was excited to proceed forward with this new renewable energy project. "This project, along with many others that Ameresco has successfully completed in California, will help to support the state's ambitious goal of 33 percent renewable generation by the year 2020. The landfill gas project is one of Republic Services' 78 alternative energy projects at its landfills nationwide. As part of the Vasco Road LFGTE project, Ameresco has entered into a 20-year Power Purchase Agreement (PPA) with Silicon Valley Power, the City of Santa Clara's electric utility, for the purchase of power from the project.

Keller Canyon's onsite waste-to-energy plant generates enough electricity to provide power to nearly 2,200 homes. In addition to meeting the energy needs of local areas and businesses, the use of landfill gas rather than non-renewable sources has the clean air benefit equivalent to taking more than 31,400 passenger vehicles off the road, or planting 34,200 acres of Pine Forest (EPA LFG Energy Benefits Calculator). The extensive landfill gas collection system combined with a detailed monitoring plan ensures that no landfill gas migrates offsite. Landfill gas monitoring probes are located at 29 positions around the perimeter of the site to check for migrating gases. Keller Canyon Landfill has been capturing landfill gas to generate 3.8 megawatts of electricity. The plant capturing the gas was built and is operated by Ameresco, the largest independent energy service company in North America. The electricity is used by the cities of Alameda and Palo Alto. The impact of the renewable energy project is substantial. It is also equivalent to the use of 18.4 million barrels of oil.

- Describe efforts to minimize hazardous materials in the Landfill;

Both sites operate under a load checking program that has been approved by the appropriate Local Enforcement Agency (LEA) and Regional Water Quality Control Board. Material removed from the refuse as part of this program is stored in a compartmentalized container which segregates non-compatible wastes to eliminate any associated hazards. This material is periodically collected by a certified hazardous waste processor and disposed of appropriately

- Describe efforts to minimize environmental and other impacts on host communities. The environmental impacts of any Disposal options selected need to be considered as part of the process in order to ensure that the City is not placing any undue burdens on host communities of Disposal sites. Mitigation of any transportation, Disposal or other impacts should be part of the arrangement with the host community and paid for by those generating the waste;

RSG's facilities become partners with the host communities. Republic Services employees are members of the local communities. As members of the community, they are active in many organizations and support many more.

The Vasco Road Landfill supports many local organizations such as Livermore 4-H Club, Habitat for Humanity, Sheppard's Gate Women and Children Crisis Center, Livermore community garden, Livermore School's Book Program to name a few. The Landfill also participates in the Livermore "Adopt a Street" program and the CA Department of Transportation "Adopt a Highway" program. The Landfill has also been recognized as a supporter for the East Bay Regional Park District for helping preserve and augment Brushy Peak Nature Preserve. The Vasco Road Landfill offers tours to such groups as elementary, high school and college students as well as community groups and the media.

Keller Canyon Landfill supports over seven acres of wetlands on the property. The wetlands were established as mitigation for a minor amount of habitat that was disturbed when the facility was constructed in 1991. The objective of the wetlands project is to increase the total amount of available habitat on the property by constructing new wetlands and enhancing existing wetlands and riparian habitat.

Keller Canyon Landfill partners with the Pittsburg Unified School District to utilize the wetlands as a hands-on science lesson. Fourth graders are taught the basic functions of a wetland environment and the importance of this ecosystem. Teachers receive the curriculum in advance to prepare students for the daylong field visit. Pittsburg High School students are trained as docents to lead the fourth graders through four tasks: find evidence of life outside the wetlands such as animal tracks, worm holes, bird eggs; determine plant species; collect signs of life inside the wetlands such as frogs, and; demonstrate the significance of mud in a wetlands. Landfill and recycling education are part of the weeklong lesson. Over 750 elementary and 25 high school students participate each year in the program.

Providing educational tours and assisting in creating environmental curriculum are just a few of the ways Republic invests in the communities they serve. In just the last year, Keller Canyon's Mitigation Funds also provided over \$1.2 million to support nearly 80 community groups and organizations, including the Bay Point Crossing Guard Program, toy drives and meal programs for low-income, elderly and handicapped residents. Keller Canyon also participates in the following community activities:

- President's club member of Pittsburg Chamber of Commerce (Highest level - \$10,000)
  - Keller open house to community organizations and neighborhoods
  - Bay Point Chamber of Commerce member
  - Sponsor of Bay Point yard sales, community clean ups, creek clean ups
  - Donates boxes for Bay Point Coastal Clean up
  - Partners with Bay Point Municipal Advisory Council (MAC) by offering tours and recycling education
  - Partners with Contra Costa Supervisor Federal Glover on illegal dumping
  - Works with Habitat for Humanity in Pittsburg and Bay Point
  - Has partnered with Lindsey Wildlife Museum with the Release Program for Raptors
- 
- Outline efforts to minimize future litigation. Outline any potential legal issues, such as flow control that could lead to future litigation;

All Republic Services facilities are operated to the highest standards that meet or exceed all applicable regulatory requirements. Outstanding relationships with all RSG's stakeholders including regulators, customers and employees are maintained. No current related legal issues exist for either site and none are anticipated.

- Outline contingency options in case the prime Disposal option is not available;

Republic Services owns and operates five landfills in Northern California. In the highly unlikely event that Vasco or Keller Canyon Landfills are unable to accept material from the City, one or more of these facilities would be easily accessed. The facilities are Forward Landfill in Stockton, Newby Island in San Jose and Ox Mountain in Half Moon Bay and all are fully-permitted to accept the City's waste during the term of the agreement.

- Describe current procedures for inspection, sampling and accounting for waste by jurisdiction

Upon arrival at either location, the driver enters the facility and checks in at the scale house. At that time, the scale house attendant captures the load weight, customer, original, material type and any other related information. All the information is captured into RSG's TRUX computerized scale system and uploaded to RSG's accounting department for tracking and reporting as needed.

All loads are subject to the facility's random load inspection program.

- Describe contingency plan for Disposal of the City's waste in the event of an emergency;

With two different disposal locations being offered to the City for this Agreement, it is highly unlikely that both facilities would ever be unavailable at any given time. However, in the event that additional options were needed, Republic Services can offer unparalleled options with three other local facilities in the Bay Area that are all fully permitted capable of accepting the City waste.

- Provide the procedures in place to keep banned materials out of the Disposal Facility;

Both sites operate under a load checking program that has been approved by the appropriate Local Enforcement Agency (LEA) and Regional Water Quality Control Board. Material removed from the refuse as part of this program is stored in a compartmentalized container which segregates non-compatible wastes to eliminate any associated hazards. This material is periodically collected by a certified hazardous waste processor and disposed of appropriately

- Describe the site, site amenities and provide details of dump face access conditions (e.g. road surface, road lighting, access to truck wash, number of tippers, etc.);

Both locations provide outstanding paved road access to the tipping area. All onsite roads are maintained for year-round access using recycled concrete, asphalt, brick and other suitable materials. Safety and directional signage are abundant at both facilities to ensure a safe and compliant experience for RSG's customers. Keller Canyon has two tippers while Vasco has one.

- Describe the current or planned waste diversion activities at the Disposal Facility.

Republic Services is one of the largest recyclers in the Bay Area. They understand that the sustainability of RSG's environment depends on how well RSG's natural resources are protected and preserved and how well future generations are educated on environmental compliance. In fact, RSG's sustainability program centers on the theme of "Protecting Today's Environment for a Better Tomorrow." This message is important throughout RSG's organization and resonates with the quality of life and regional prosperity in the communities they serve. As evidenced in RSG's ongoing diversion and recycling efforts. They are committed to recovering and recycling as much material as possible.

Vasco Road Landfill performs extensive reuse, recycling and diversion activities onsite. These include:

- Public drop off for glass, aluminum, metal, and cardboard
- Appliance processing for offsite recycling
- Reuse of waste concrete, asphalt, brick and related materials for onsite all-weather road construction
- Green waste acceptance and processing for offsite composting
- Electronics recycling
- Full mixed C&D recycling operation

The public can drop off standard recycling material at no charge in a separate drop off facility. This facility is located near the entrance and includes a concrete pad with signage and bins to receive materials which are then sent offsite for recycling.

Appliances are processed onsite, including removal of Freon, oils, capacitors, mercury switches and any other hazardous material prior to being sent off site for metal recycling.

Waste concrete, asphalt, brick and related materials are all reused onsite for construction of all-weather access roads around the site. This is a high-end use for this material. Without the reuse of these products onsite, additional materials would need to be purchased offsite and transported in for this use.

Green waste is accepted at Vasco Road Landfill. Material from certain jurisdictions is then trans-loaded out to RSG’s compost facility in Stockton. Other green waste and wood waste is processed onsite in preparation for use offsite as bio-fuel a green renewable energy source.

Electronics removed from waste stream are loaded into Gaylord boxes and transported offsite to a licensed e-waste recycling facility

A full mixed C&D recycling operation was opened in February 2011, and has been diverting thousands of tons of C&D materials that are sorted at the center. These materials include wood, metal, drywall, and green waste. The operation includes a floor sort, pre-screen, sort line, roll-off boxes, storage bunkers, loader, excavator and all required safety gear. The facility can process up to 20-tons per hour, and is open six days per week.

Scale house operators are trained in the identification of loads that can be diverted for use as road base or preparation of all-weather surfaces as well as materials that can be used for daily cover. The drivers of these vehicles are directed to specific areas of the landfill set aside for storage of these materials or to the working area where the soil and alternative cover can be set aside for use that day. The scale house attendants and spotters at the working face all carry hand held radios so that specific loads can be identified as ones containing material that can be re-used.

At Keller Canyon about 25 – 30 percent of the material delivered in the past year has been diverted and used for beneficial reuse such as alternative daily cover, road base and wet weather pad construction or daily and intermediate cover.

### 5.3. Risk Minimization and Environmental Safety

#### 5.3.1. Safety Overview

Safety is Republic’s highest priority. They’ve created a strict policy of safety protocols with supporting infrastructure, where employees are trained to think, choose, and work within a training framework designed for safety. Safety is RSG’s portal for the achievement of



exceptional customer service, and is viewed as the responsibility of all employees. They take every step to ensure safety in RSG’s administrative offices, operations yards, on collection routes, and at RSG’s transfer/recycling facilities.

RSG’s excellent safety record is achieved by the clear system of safety checks and balances they employ, RSG’s safety policies and procedures, and sound decision-making used when hiring, combined with the active retention of the very

best employees.

New employees are required to attend and pass a new employee orientation/safety training class. In this class, company policies and standards are fully explained. These include: Republic's alcohol and drug-free workplace; DOT requirements; personal protective equipment standards; operation and care of equipment; injury and accident reporting procedures; hazardous communications procedures; spill prevention and contamination training; collection service standards; recycling and waste contamination communication procedures, service reporting and paperwork procedures. New drivers typically receive four weeks of training prior to being allowed to operate a vehicle without on board supervision. This training is conducted by a full time Driver Safety Trainer employed by the Northern California Area office in Richmond.

### **Primary Safety Initiatives**

#### **10-Key Safety Audit**

The 10-Key Safety Audit is one of the Republic's primary safety tools. It is used to measure the culture within Republic divisions through the thorough examination of 10 key areas related to management's effectiveness in leading their team's safety attitude.

The ten key areas are:

- General Manager Management
- General Manager Involvement
- Hiring
- Vehicle Specifications
- Hours of Service
- Safe Actions for Excellence (Republic's general safety handbook)
- Preventive Maintenance
- Employee Recognition and Discipline
- Republic Standards and Policies
- Claims Management

Under each of the above key areas, there are sub-topics that drill down to the core of the safety culture. Audits are performed by RSG's regional safety staff, and take over three days to complete. The process includes: employee interviews and observations; record and program reviews; equipment and facility inspections; and process reviews with the leadership team. Upon completion of the audit a closing conference is conducted with the local leadership team as well as regional and corporate safety personnel. The leadership team receives a verbal and written report on each item listed, along with recommendations and action items for future

growth. The final report is made available to leadership at all levels through an on-line reporting system.

#### **Weekly Safety Conference Call**

Safety topics including local safety-related experiences are discussed for learning purposes.

#### **Monthly Safety Alerts**

Republic's regional and corporate headquarters safety departments send out alerts on various safety topics and safety related experience across the country that to bring awareness and education to Republic's employees.

#### **Not on My Watch**

This is a training video conveying RSG's employees' responsibility to take personal ownership in safety.

#### **Focus-Six Program**

This innovative program is designed to bring RSG's drivers' attention to the six types of accidents that cause the greatest human tragedy and most disruption to operations. These six categories are 1) Intersections; 2) Employees; 3) Rear Collisions; 4) Rollovers; 5) Pedestrians; and 6) Backing. Also included are DVDs, posters and discussion points for training.



#### **Weekly Safety Tool Box**

Republic has a tremendous on-line safety program for managers to access. One of the outstanding features of this resource is its comprehensive list of topics for weekly safety meetings. For each of the dozens of topics listed is a detailed initiative to guide the presentation of the topic to workers.

#### **Dedicated to Safety - Employee Safety Award Program**

This is a safety incentive program designed to motivate employees to achieve greater levels of safety through monthly and annual awards. This program has proven effective in keeping employees focused on safety and reducing accidents. Employees enrolled in the program receive vouchers each month if they have not had one of the following: a preventable accident; a lost-time injury; or a safety-related corrective action.

Voucher values range from \$25 to \$75 or more and can be redeemed on-line for merchandise that can be used for themselves or as gifts for family or friends. Republic employees have redeemed vouchers for refrigerators, television sets, sports equipment and even jewelry for

their spouses. This program generates excitement among employees and encourages them to take the extra time to make the best decision: one that will allow them to complete their day, month, and even career, accident and injury free.

### **Employee Appearance and Compliance with All Applicable Rules, Regulations and Policies**



Republic employees will wear identification and a clean uniform each day. Drivers will at all times have on their person a valid California Driver License and medical card. Medical cards are good for two years and dictate that drivers must have passed a physical examination to obtain one. Drivers will behave responsibly and professionally, and will comply with all applicable Federal, State and Local regulations and laws governing any and all aspects of their work for Republic.

### **Zero Tolerance Safety Guidelines**

These guidelines list unsafe practices that will absolutely not be tolerated at Republic. An example of such an unsafe practice is “Refusal or failure to use appropriate personal protective equipment.” They believe that setting expectations high and clearly stating behaviors and incidents that will trigger disciplinary action at the inception of an individual’s employment creates the best work force possible.

### **Progressive Discipline Policy**

Republic strongly believes in developing and mentoring its employees. When it is necessary to administer corrective action, every effort is made to correct the behavior by coaching and/or retraining the employee as prescribed by the Collective Bargaining Agreement. Progressive discipline is used only when the behavior has not been corrected through coaching efforts. Progressive discipline is administered as follows:

- 1st Offense: Verbal Warning
- 2nd Offense: Written Warning
- 3rd Offense: 2nd Written Warning with Suspension
- 4th Offense: Discharge of Employment

Employees may be immediately discharged on grounds of dishonesty; recklessness; gross negligence; misrepresentation related to sick leave; failure to report an accident or injury; gross insubordination; abuse of customers or other persons; possession of firearms; criminal conduct; violation of Republic’s Alcohol and Drug-Free Workplace and Substance Abuse policy; and/or if the removal of an employee is demanded by a municipality or government body. In the case of

a safety violation or any accident, the 1st Offense step (verbal warning) is always skipped and a written warning is issued immediately.

### **Alcohol and Drug Testing**

Alcohol and drug testing are performed per the State Department of Transportation's testing procedures under the following circumstances:

- Pre-Employment
- Post-Accident
- Random
- Reasonable Suspicion
- Return-to-Work
- Design, permitting and operating features that protect and monitor public health and safety and environmental quality

Both Keller Canyon and Vasco Road Landfills employ extensive environmental controls to ensure compliance with all applicable permits and regulations, as well as going beyond the requirements to be a good neighbor. Some of the controls include the following;

- Groundwater monitoring
- Landfill gas monitoring and control
- Surface water control and monitoring
- Landfill liner and leachate control system
- Hazardous waste screening, prevention and management
- Operational controls

Groundwater monitoring and reporting is conducted in accordance with the current Waste Discharge Requirements Order No. R2-2008-0074 and associated Self-Monitoring Program. The program currently includes inspection of groundwater wells as well as piezometers, leachate, surface water, leachate and gas condensate monitoring and reporting requirements. Reports are submitted on a quarterly basis to the LEA and RWQCB.

The landfill gas control (LFG) systems are monitored, maintained and adjusted as-needed on a bi-weekly basis to ensure optimum operation. A significant reason for LFG control is to minimize surface emissions for the landfill. To further ensure this is accomplished, the landfill surfaces are walked on a regular (monthly) basis using an emission monitoring device to measure any exceedances above the regulatory limit. In the event any exceedances are detected, they are immediately corrected and retested with 10 and 30 days to ensure no further exceedance may exist.



Additionally, perimeter probes are monitored quarterly to ensure no LFG is migrating offsite underground.

Surface water is directed to an onsite detention basins. All surface water is stored until needed and re-used onsite for dust control. Storm water is monitored semi-annually as required by the NPDES general industrial discharge permit.

The landfill liner and leachate control system is another key element in the overall landfill protection system. The

landfill liner is designed to capture, collect and control contaminated liquids that might percolate through waste over time. This is accomplished by an extensive liner system that prevents liquid migration out of the landfill cell.

Leachate collected within the liner system flows to a series of sumps that are fitted with automated pumping systems to extract the liquids. Leachate is pumped to an above ground tank where it is temporarily stored. On a daily basis, Republic staff check each pump and tank system to ensure it is functioning properly and compliant with all applicable regulations.

Leachate is then pumped from the above ground tanks and either re-circulated within a lined cell or transported offsite for disposal at a local Waste Water Treated Plant (WWTP).

Leachate is sampled, monitored and reported periodically as required by the Monitoring and Reporting Program in the Waste Discharge Requirements issued by the Regional Water Quality Control Board.

Combined, this nearly six foot thick liner system provides excellent waste containment and control. All of the City of Oakland's waste will be placed within an area of the landfill(s) providing this level of containment.

The facilities also employ extensive hazardous waste screening and load check programs as well as other operational controls to ensure litter, dust, vectors and any other potential impacts are minimized. As a result of their efforts, the facilities both enjoy excellent compliance records with all the regulatory agencies as well as the neighbors and community overall.

- Monitoring

Keller Canyon and Vasco Road Landfill are inspected monthly by the Contra Costa County Health Department and the Alameda County Health Department, respectively; the designated Local Enforcement Agency (LEA) and both facilities have an exemplary compliance record. Periodic inspections are also conducted by CalRecycle, the Regional Water Quality Control Board, and other agencies. Republic's philosophy in terms of managing all of their facilities is to meet or exceed all regulatory requirements at all times.

- Employee Training

Please reference *Section 2.1.2 Staffing safety requirements, including physical, drug, and alcohol testing requirements* for information detailing employee training and health and safety programs

#### **5.4. Reporting**

- Detailed material Tonnage monitoring and reporting program, including electronic transmittal of reports to City;

All inbound and outbound loads of materials will be weighed in at the facility scales and load data will be recorded in a PC Scales/TRUX or similar weighing database programs. The weighing system has been specifically designed for use by transfer, disposal and recycling operations and allows for the recording and reporting on all material flows. Inbound and outbound loads are recorded by customer, weight, truck number, date, time, material type and city of origin. Republic prefers to electronically transmit reports to all RSG's service cities to reduce paper usage.

- Process for reporting complaints and dispute resolution to the City.

Any complaints received at either facility are tracked in an onsite Compliant Log. Republic Services is committed to responsiveness and resolution of issues. These records remain available onsite for review by appropriate personnel and are shared with the city as requested. Any significant issues would be proactively brought to the City's attention.

#### **5.5. Operations**

Vasco and Keller Canyon Landfill have very similar processes. While Vasco Road Landfill is open to the general public, Keller Canyon is closed to the general public. Both facilities maintain inbound and one outbound in-ground scales. Each one is tied to an operating system known as TRUX. The TRUX system tracks information pertinent to each load including the inbound and outbound tons for the vehicle as well as the time, date and city of origin of the vehicle entering the facility. The TRUX system is tied to RSG's billing system and identifies which customers are approved for acceptance at the facility.

Both landfills use tare weights established for transfer and other vehicles that are be verified semi-annually or more frequently if necessary. The tare weights are stored in RSG's scale house computer system and tags for each load are provided to the driver of the vehicle. The scales at the landfills are maintained by Quality Scales and certified annually by both Counties.

A weight ticket is generated from the scale system which identifies customer name, material type and net weight of the material being delivered to the facility. For vehicles using the facility that do not have tare weights stored in the system, they are required to weigh out on their exit from the facility and are provided with a final receipt at that time.

For vehicles that are not fully enclosed, the scale house attendant can view the contents of the load by using a stair case designed specifically for this type of inspection. Loads coming from one of Republic's transfer stations have been pre-screened for unacceptable wastes. Loads originating from other locations or directly from collection routes are screened through a detailed load checking program at the working area. The scale system is equipped with radiation detectors on either side of both scales. These devices are set at low level detection and serve to eliminate the potential for acceptance of radioactive material resulting from medical treatment or inadvertent disposal.

The site operates under a load checking program that has been approved by the Local Enforcement Agency (LEA) and Regional Water Quality Control Board. Material removed from the refuse as part of this program is stored in a compartmentalized container which segregates non-compatible wastes to eliminate any associated hazards. This material is periodically collected by a certified hazardous waste processor and disposed of appropriately.

- Unloading and Turnaround Time

Scale to scale turnaround time is generally in the 10-15 minute range. Very few delays are typically encountered at either location.

- Tipping Procedures for Incoming Loads

For the purpose of this disposal bid, refuse delivered to the site is transported in Transfer trailers, self-dumping live floor trailers, roll-off trucks, route collection vehicles or end dumps. Industrial, construction and demolition and yard waste are discharged directly from the vehicles transporting the material (end dump or ten wheel dump trucks).

All weather access roads and tipping pads are in place for transport of material to various tipping locations with signage directing the way to the working areas of the site. Drainage control features keep water from ponding or sheet flowing over these surfaces to ensure that they are passable in even the worst conditions. The spotter typically keeps transfer trailers on

one side of the working area and all other self-tipping vehicles on the other to enhance safe operations. Maintenance of a stable level working area is also important to a safe operation.

In addition, the following Safety Standards are employed at Republic Services landfills:

- Only the Driver can be out of the cab on the active face of the landfill
- Spotters and Drivers must allow for a distance of at least 10 feet between vehicles
- Equipment operators must allow for a distance of at least 20 feet from vehicles when pushing garbage
- All landfill bull dozers and compactors are equipped with rearview cameras and backup alarms
- All personnel outside vehicles must wear proper personal protective equipment including gloves, high visibility lime-yellow clothing and hard hats
- Drivers must be within close proximity to their truck at all times
- Drivers must never walk under a raised tailgate
- Roll off and transfer drivers must use caution when opening their rear door latches that are under pressure and always stand clear of the opening door and extended handle latch
- Drivers are provided a designated area close to the active face to reconnect turnbuckles and to clean out behind the blade

Once discharged from the trailer, the refuse is spread over the working face with a bull dozer and placed with a compactor. Refuse lifts are typically 20-25 feet in thickness with the preference to bring the refuse to grade using a flat compaction surface or moderately graded working face. Alternative daily cover is placed over areas that will receive refuse placement the following day and soil is placed over areas that will not receive refuse placement for an extended period

- Unacceptable Waste Handling and Costs

Any unacceptable waste found in the loads will be managed in accordance with the terms of the contract.

- Remedies for Rejected Materials

Rejected materials will be managed in accordance with the terms of the contract.

- Notification

Notifications will be made in accordance with the terms of the contract, or as requested by the City.

- Fuel Type Used for On-Site Equipment

### Red-dye diesel

- Labor Discussions (Lockouts/Strikes), Agreement Terms, and History

Both locations operate under the terms of their respective Collective Bargaining Agreements (CBA). Both Agreements include No Lockout/No Strike provisions and no lockouts or strikes have occurred. A positive and engaged work climate is maintained at both locations. Both CBA's typically run 3-5 years in term and are renewed as needed. Current status is as follows:

- Keller Canyon Landfill: Operating Engineers Local Union No. 3 – Current CBA expires on May 31, 2017.
  - Vasco Road Landfill: Warehouse Union Local 6 – Current CBA expires on October 30, 2014
- 
- Materials Accepted and Used for Daily Cover and Beneficial Use

Vasco uses biosolids and treated auto-shredder waste as their primary Alternate Daily Cover. Keller uses primarily greenwaste and tarps. Both locations also accept clean soil, rock, and concrete.

## 6. FORMS

All proposers must complete Disposal Services Forms 1 through 12, in the order they are listed at the end of this Section. However, proposers are not required to complete Disposal Services Form 3 if they elect to provide a letter of credit as proposal surety or they elect to provide a proposal bond that is substantially the same as that provided in Disposal Services Form 3. Proposers providing a “delivery” facility must also complete Disposal Services Form 13. Except for Disposal Services Form 3, proposers shall use only the forms and format provided. Any deviation from those provided forms may be grounds for rejection of the entire proposal. Specific Forms for use by the Disposal Services proposers are included at the end of this Section. All Forms will be distributed electronically as Word documents.

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**DISPOSAL SERVICES FORM 1**  
**DISPOSAL TIPPING FEE PROPOSAL AND PAYMENT TO CITY: SUMMARY AND SIGNATURE**

In preparing the Disposal Tipping Fee Proposal Forms proposers should be aware of the following:

- All Disposal Tipping Fees proposed on these forms for **City of Oakland** shall be fixed through June 30, 2016 and should reflect service requirements and all one time and annual payments including franchise fees as specified in the Disposal Services Contract.
- Proposer must complete Disposal Services Form 1 if they are to be considered for Contract Award.
- Proposer shall ensure that **ALL** Government fees and charges are included in the Proposed Disposal Tipping Fee.

The Undersigned hereby certifies as follows:

- That **David Duong on behalf of CWS** has personally and carefully examined the specifications and instructions for the work to be done as set forth in this RFP.
- That **David Duong on behalf of CWS** has made examination of the services as applicable to the Proposal, and fully understand the character of the work to be done.
- That **David Duong on behalf of CWS** agrees to pay the CITY the Procurement Reimbursement Cost within thirty (30) days of execution of the Disposal Services Contract.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Contract, at the service rates set forth on Disposal Services Form 2 - Disposal Tipping Fee.

Note: Signatures shall be in accordance with Section 4.22.3 of this RFP.

PROPOSER

**California Waste Solutions, Inc.**

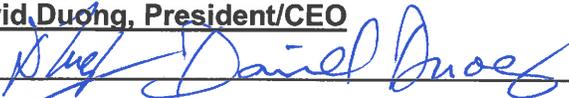
Signature



Print Name and Title

**David Duong, President/CEO**

Signature



Print Name and Title

**David Duong, President/CEO**

Firm/Trade Name

**California Waste Solutions, Inc.**

Individual:  Partnership:  Joint Venture  Corporation, A **CA** Corporation (State of Incorporation)

Date **6/12/2014**

DISPOSAL SERVICES FORM 1  
DISPOSAL TIPPING FEE PROPOSAL AND PAYMENT TO CITY: SUMMARY AND SIGNATURE

**Signature Instructions:**

Two (2) corporate officers must execute proposals by corporations in the corporate name. The original proposal submitted must be signed as an original. One signature must be from the chairman, president, or vice-president and the other signature must be from the chief financial officer, assistant treasurer, secretary, or assistant secretary. The state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

Proposals must be signed by a corporate officer authorized to negotiate and bind the proposer contractually.

**DISPOSAL SERVICES FORM 2  
DISPOSAL TIPPING FEE**

**Instructions for Completing Form 2.**

Each Proposer may only provide one (1) Disposal Services Form 2 with its Disposal proposal.

In accordance with Section 1.2 of this RFP, proposers may include the cost of providing a “delivery” site where materials may, at the sole discretion of the City and the MM&O Contractor, be delivered by the City or the City’s MM&O Contractor for transport by the Disposal Services Contractor to the Disposal Facility. If the cost of providing “delivery” site and transportation services are included in the Disposal Tipping Fee they must be included as part of the Disposal Fee Element provided on this Disposal Services Form 2.

Proposers should note that the City is NOT requesting an optional Disposal Tipping Fee for the provision of a “delivery” site other than the proposed Disposal Facility and the transportation of material delivered to that “delivery” site by the City and the MM&O Contractor to the Disposal Facility. Instead, the City is providing proposers the ability to include the cost of providing such services in its proposed Disposal Tipping Fee at their discretion.

The Form shall include the following information:

1. Governmental Fee Element. Complete the Governmental Fee Elements portion of the Form for the first period (Column A). *Note: The Government Fees as of July 1, 2015 (Column B) will be completed as the information is available. Alameda County Fees listed in rows 1, 2, and 3 must be included regardless of where the proposed Disposal facility is located. Governmental fees listed in the following rows should be completed based on the location of the proposed Disposal Facility.*
2. Disposal Fee Element. Complete the Disposal Fee Element portion of the Form (Line 12) for the date the proposal is due (Column A) and the first day of operation (Column B). *Note: the Disposal Fee Element in Columns A and B must be the same.*
3. Total Disposal Tipping Fee. Complete the Total Disposal Tipping Fee portion of the Form (Line 13) for Column A only. *Note: the Total Disposal Tipping Fee for Column B will be completed as the Governmental Fee Element information becomes available.*
4. Multi-Service Discount. Complete the Multi-Service Discount portion of the form (Line 14). *Note: Proposers may propose any percentage discount including 0% but must complete Line 13 of the Form if they are proposing on more than one (1) Service Group. Proposers who are only proposing on Disposal Services (Service Group 3) should mark Line 14 as NA. The Multi-Service Discount, if applicable, will only be applied to the Disposal Fee Element. Proposers should note that, as described in Article 6 of the Contract, the annual franchise fee is a specific amount and not based on a percentage of the Disposal Tipping Fee. Accordingly, in the event of a multiple service award, the Multi-Service Discount will **NOT** be applied to the franchise fee amount set forth in Article 6 off the Contract.*
5. Annual Disposal Fee Element Adjustment. Proposers must provide a methodology for adjusting the Disposal Fee Element of the Disposal Tipping Fee during the term of the Disposal Services Contract. Article 6 of the Disposal Services Contract provides details of certain restrictions related to the annual adjustment of the Disposal Fee Element that proposers must incorporate into their adjustment methodology. Proposers may propose

DISPOSAL SERVICES FORM 2  
DISPOSAL TIPPING FEE

to adjust the Disposal Fee Element of the Disposal Tipping Fees in a variety of ways:

- Proposers may propose the actual Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract;
- Proposers may propose a flat percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract;
- Proposers may propose a percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract, based on changes in a single index, such as the Consumer Price Index (CPI);
- Proposers may propose a percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract, based on changes in multiple indices, such as the Refuse Rate Index (RRI); and
- Proposers may propose other methods for adjusting the Disposal Fee Element, except as set forth in Article 6 of the Contract.

DISPOSAL SERVICES FORM 2 DISPOSAL TIPPING FEE			
	Governmental Fee Elements	Fee Amount/Ton / Vasco Rd	
		Column A	Column B
Row	Agency	December 12, 2012	July 1, 2015
1.	Alameda County "Measure D" Fee	<u>\$8.23</u>	
2.	Alameda County Waste Management Authority Facilities Fee	<u>\$4.34</u>	
3.	Alameda County Waste Management Authority Household Hazardous Waste Fee	<u>\$2.15</u>	
4.	State of California (AB 939/1220) Fee	<u>\$1.40</u>	
5.	County Open Space Fee	<u>\$1.34</u>	
6.	Local Enforcement Agency Fee	<u>\$0.38</u>	
7.	City/County Business License Fee	<u>\$0.95</u>	
8.	County Planning Department Fee	<u>\$0.10</u>	
9.	Admin Host Community Fee	<u>\$0.35</u>	
10.	_____ Fee	<u>\$0.00</u>	
11.	<b>Total Governmental Fee Elements</b>	<u>\$19.24</u>	
	Tipping Fee Element	Disposal/Ton	
12.	Disposal Fee Element	<u>\$25.01</u>	<u>\$0.00</u>
13.	<b>Total Disposal Tipping Fee (Governmental Fee Element Plus Tipping Fee Element)</b>	<u>\$44.25</u>	
14.	Multi-Service Discount (Percentage)	<u>0.00%</u>	
15.	Disposal Fee Element Adjustment Methodology	<u>Please provide on a separate sheet.</u>	



**DISPOSAL SERVICES FORM 2  
DISPOSAL TIPPING FEE**

**Instructions for Completing Form 2.**

Each Proposer may only provide one (1) Disposal Services Form 2 with its Disposal proposal.

In accordance with Section 1.2 of this RFP, proposers may include the cost of providing a “delivery” site where materials may, at the sole discretion of the City and the MM&O Contractor, be delivered by the City or the City’s MM&O Contractor for transport by the Disposal Services Contractor to the Disposal Facility. If the cost of providing “delivery” site and transportation services are included in the Disposal Tipping Fee they must be included as part of the Disposal Fee Element provided on this Disposal Services Form 2.

Proposers should note that the City is NOT requesting an optional Disposal Tipping Fee for the provision of a “delivery” site other than the proposed Disposal Facility and the transportation of material delivered to that “delivery” site by the City and the MM&O Contractor to the Disposal Facility. Instead, the City is providing proposers the ability to include the cost of providing such services in its proposed Disposal Tipping Fee at their discretion.

The Form shall include the following information:

1. Governmental Fee Element. Complete the Governmental Fee Elements portion of the Form for the first period (Column A). *Note: The Government Fees as of July 1, 2015 (Column B) will be completed as the information is available. Alameda County Fees listed in rows 1, 2, and 3 must be included regardless of where the proposed Disposal facility is located. Governmental fees listed in the following rows should be completed based on the location of the proposed Disposal Facility.*
2. Disposal Fee Element. Complete the Disposal Fee Element portion of the Form (Line 12) for the date the proposal is due (Column A) and the first day of operation (Column B). *Note: the Disposal Fee Element in Columns A and B must be the same.*
3. Total Disposal Tipping Fee. Complete the Total Disposal Tipping Fee portion of the Form (Line 13) for Column A only. *Note: the Total Disposal Tipping Fee for Column B will be completed as the Governmental Fee Element information becomes available.*
4. Multi-Service Discount. Complete the Multi-Service Discount portion of the form (Line 14). *Note: Proposers may propose any percentage discount including 0% but must complete Line 13 of the Form if they are proposing on more than one (1) Service Group. Proposers who are only proposing on Disposal Services (Service Group 3) should mark Line 14 as NA. The Multi-Service Discount, if applicable, will only be applied to the Disposal Fee Element. Proposers should note that, as described in Article 6 of the Contract, the annual franchise fee is a specific amount and not based on a percentage of the Disposal Tipping Fee. Accordingly, in the event of a multiple service award, the Multi-Service Discount will **NOT** be applied to the franchise fee amount set forth in Article 6 off the Contract.*
5. Annual Disposal Fee Element Adjustment. Proposers must provide a methodology for adjusting the Disposal Fee Element of the Disposal Tipping Fee during the term of the Disposal Services Contract. Article 6 of the Disposal Services Contract provides details of certain restrictions related to the annual adjustment of the Disposal Fee Element that proposers must incorporate into their adjustment methodology. Proposers may propose

DISPOSAL SERVICES FORM 2  
DISPOSAL TIPPING FEE

to adjust the Disposal Fee Element of the Disposal Tipping Fees in a variety of ways:

- Proposers may propose the actual Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract;
- Proposers may propose a flat percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract;
- Proposers may propose a percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract, based on changes in a single index, such as the Consumer Price Index (CPI);
- Proposers may propose a percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract, based on changes in multiple indices, such as the Refuse Rate Index (RRI); and
- Proposers may propose other methods for adjusting the Disposal Fee Element, except as set forth in Article 6 of the Contract.

DISPOSAL SERVICES FORM 2 DISPOSAL TIPPING FEE			
	Governmental Fee Elements	Fee Amount/Ton Keller Canyon	
		Column A	Column B
Row	Agency	December 12, 2012	July 1, 2015
1.	Alameda County "Measure D" Fee	<u>\$8.23</u>	
2.	Alameda County Waste Management Authority Facilities Fee	<u>\$4.34</u>	
3.	Alameda County Waste Management Authority Household Hazardous Waste Fee	<u>\$2.15</u>	
4.	State of California (AB 939/1220) Fee	<u>\$1.40</u>	
5.	AB939	<u>\$0.15</u>	
6.	Local Enforcement Agency Fee	<u>\$1.25</u>	
7.	City/County Business License Fee	<u>\$0.00</u>	
8.	County Planning Department Fee	<u>\$0.00</u>	
9.	Bailey Road Surcharge Fee	<u>\$1.00</u>	
10.	<b>Contra Costa County Surcharge Fee</b>	<u>\$5.15</u>	
11.	<b>Total Governmental Fee Elements</b>	<u>\$23.67</u>	
	Tipping Fee Element	Disposal/Ton	
12.	Disposal Fee Element	<u>\$20.58</u>	<u>\$0.00</u>
13.	<b>Total Disposal Tipping Fee (Governmental Fee Element Plus Tipping Fee Element)</b>	<u>\$44.25</u>	
14.	Multi-Service Discount (Percentage)	<u>0.00%</u>	
15.	Disposal Fee Element Adjustment Methodology	<u>Please provide on a separate sheet.</u>	



**DISPOSAL 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.

**DISPOSAL SERVICES FORM 4  
SCHEDULE K PENDING DISPUTE DISCLOSURE FORM**

**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)

1. 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: 6/12/2014 Official(s), Staff person(s) involved: Susan Kattchee

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

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 a methodology for determining that number. The City and CWS are still working towards resolution of this matter.

Contract Title: \_\_\_\_\_

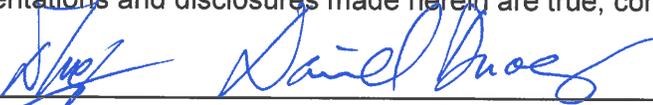
Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

(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: 6/12/2014

**DISPOSAL 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 minimal 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>75</u>	Reflects CWS Oakland Contract
(2) How many of your permanent employees are paid above the Living Wage rate?	<u>75</u>	Reflects CWS Oakland Contract

**DISPOSAL SERVICES FORM 5**  
**SCHEDULE N DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE**

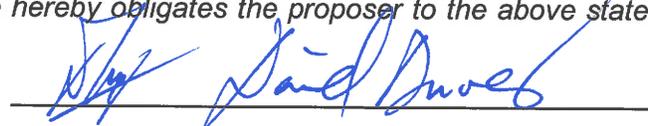
<p>(3) How many of your permanent employees are paid below the Living Wage rate?</p>	<p><u>0</u></p>	<p>_____</p>																																																																																																						
<p>(4) Number of compensated days off per employee? (Refer to item "a" above.)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Union</th> <th style="text-align: left;">Years</th> <th style="text-align: left;">Vac Wks</th> <th style="text-align: left;">Sick Days</th> <th style="text-align: left;">Holidays</th> <th style="text-align: left;">Unpaid Leave of Absence</th> </tr> </thead> <tbody> <tr> <td>Local 6</td> <td></td> <td></td> <td></td> <td></td> <td>30 days, can be extended by up to 30 day increments. Maximum leave 6 months</td> </tr> <tr> <td></td> <td>1 to 4</td> <td>2</td> <td>6</td> <td>10</td> <td></td> </tr> <tr> <td></td> <td>5 to 14</td> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>15+</td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Local 70</td> <td></td> <td></td> <td></td> <td></td> <td>30 days for each 3 year of seniority. Maximum leave 6 months</td> </tr> <tr> <td></td> <td>1 to 4</td> <td>2</td> <td>12</td> <td>10</td> <td></td> </tr> <tr> <td></td> <td>5 to 9</td> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>10 to 19</td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>20 to 24</td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>25+</td> <td>6</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Local 1546</td> <td></td> <td></td> <td></td> <td></td> <td>90 days</td> </tr> <tr> <td></td> <td>1 to 4</td> <td>2</td> <td>6</td> <td>10</td> <td></td> </tr> <tr> <td></td> <td>5 to 9</td> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>10 to 19</td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>20 to 24</td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>25+</td> <td>6</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Union	Years	Vac Wks	Sick Days	Holidays	Unpaid Leave of Absence	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				<p><u>Reflects CWS Oakland Contract</u></p>
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<p>(5) Number of trainees in your company?</p>	<p><u>0</u></p>	<p>_____</p>																																																																																																						
<p>(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.</p>	<p><u>0</u></p>	<p>_____</p>																																																																																																						

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

*The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.*

California Waste Solutions, Inc.

Company Name



Signature of Authorized Representative

1820 10<sup>th</sup> Street Oakland, CA 94607

**David Duong**

Address

Type or Print Name

(510) 832-8111

**6/12/2014**

**President/CEO**

Phone

Date

Type or Print Title

**DISPOSAL SERVICES FORM 6**  
**SCHEDULE N-1 EQUAL BENEFITS - DECLARATION OF NONDISCRIMINATION/EQUAL ACCESS**  
 Completed by the Prime Contractor ONLY

**Section A. Vendor / Contractor / Consultant / CFAR<sup>1</sup> Information**Name of Company California Waste SolutionsName of Company Contact John LamAddress 1820 10<sup>th</sup> StCity OaklandState CA

Zip 94607

Phone Number (510) 832-8111Fax Number (510) 832-8206Vendor Number         Federal ID or Social Security Number 94-3151076Approximate Number of Employees in the U.S. 220

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 partners<sup>2</sup>? (please check one)      Yes       No <sup>1</sup> CFAR is a City Financial Recipient.<sup>2</sup> Domestic Partner is defined as same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry.

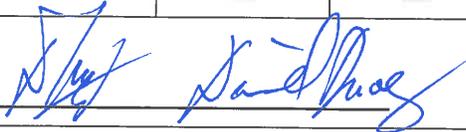
**DISPOSAL SERVICES FORM 6**  
**SCHEDULE N-1 EQUAL BENEFITS - DECLARATION OF NONDISCRIMINATION/EQUAL ACCESS**  
Completed by the Prime Contractor ONLY

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

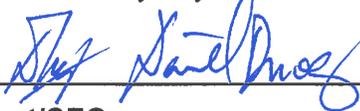
Signature \_\_\_\_\_



Date: 6/12/2014

DISPOSAL 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 **6/12/2014**

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DISPOSAL 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

**6/12/2014**

Date

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DISPOSAL SERVICES FORM 9  
CONFLICT OF INTEREST

FIRM NAME: California Waste Solutions, Inc. Date: 6/12/2014

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 proposers' 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

*David Duong*

Date: 6/12/2014

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DISPOSAL 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 President/CEO of California Waste Solutions, Inc. 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 Disposal Tipping Fee 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.

(Signed)

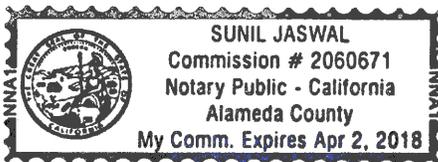
President/CEO

(Title)

Subscribed and sworn to before me this 12 day of June, 2014

My Commission Expires: April 02, 2018

Notary Public, State of California



STATE OF CALIFORNIA - COUNTY OF Alameda  
 Subscribed and sworn to (or affirmed) before me on this  
12 day of June, 2014 by DAVID DUONG  
 proved to me on the basis of satisfactory evidence to be the person(s)  
 who appeared before me.

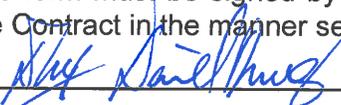
(Signature of Notary)

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**DISPOSAL SERVICES FORM 11**  
**EXCEPTIONS OR ALTERNATIVES TO CONTRACT**

Proposers are to prepare the Maximum 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 Disposal Tipping Fee, 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 Disposal 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 6/12/2014

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.

Disposal Services Form 11:

Exceptions or Alternatives to Contract:

California Waste Solutions will accept Exceptions and Alternatives as proposed by Waste Management for Service Group 3.

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY Provide One Form Per Disposal Facility Site	
1. Name of Disposal Facility	<u>Vasco Road Landfill</u>
2. Location of Disposal Facility	Street Address: <u>4001 N. Vasco Road</u> City: <u>Livermore</u> State: <u>CA</u> Zip Code: <u>94551</u>
3. Type and Class of Disposal Facility	<u>Class III Solid Waste Disposal Site</u>
4. Proposer's role in the Disposal Facility	<u>Customer</u>
5. Other contracting parties	<u>See Attached</u>
6. Name, telephone number and address of Disposal Facility owner	<u>Republic Services Vasco Road LLC</u> <u>925-447-0491</u> <u>4001 N. Vasco Road, Livermore, CA 94551</u>
7. CalRecycle Permit Type and Number	<u>SWFP: 01-AA-0010</u>
8. Local Land-use Permit Number	<u>C-4158</u>
9. Permitted Capacity	<u>32,970,000 CY</u>
10. Currently Planned Capacity	<u>32,970,000 CY</u>
11. Permitted Daily Tonnage	<u>2518 Tons</u>
12. Currently Planned Daily Tonnage	<u>2518 Tons</u>
13. Actual Current Daily Tonnage	<u>800 Tons</u>
14. Permitted Annual Tonnage	<u>778,062 Tons</u>
15. Permitted Daily Vehicle Trips	<u>625</u>
16. Currently Planned Daily Vehicle Trips	<u>625</u>
17. Actual Current Daily Vehicle Trips	<u>200</u>
18. Current Limits/Permit Restrictions	Hours of Operation: <u>6:00 a.m. to 5:00 p.m.</u> Types of Vehicles: <u>No restrictions</u>

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY																
Provide One Form Per Disposal Facility Site																
	Other (please specify): _____															
19. Remaining Current Capacity as of January 1, 2012	<u>9,091,219 CY</u>															
20. Projected Capacity in 2035	<u>0</u>															
21. Current Major Customers (including Tonnage commitments)	<i>(If more space is required, please attach a separate sheet)</i>															
	<table border="1"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Amount</th> <th style="text-align: center;">Term</th> </tr> </thead> <tbody> <tr> <td>Pleasanton Garbage Service</td> <td style="text-align: center;"><u>80,000 tons/year</u></td> <td style="text-align: center;"><u>12/31/2019</u></td> </tr> <tr> <td>Alameda County Industries</td> <td style="text-align: center;"><u>45,000 tons/year</u></td> <td style="text-align: center;"><u>1/31/2020</u></td> </tr> <tr> <td>City of San Ramon</td> <td style="text-align: center;"><u>40,000 tons/year</u></td> <td style="text-align: center;"><u>12/31/2019</u></td> </tr> <tr> <td>City of Livermore</td> <td style="text-align: center;"><u>42,000 tons/year</u></td> <td style="text-align: center;"><u>12/31/2023</u></td> </tr> </tbody> </table>		Amount	Term	Pleasanton Garbage Service	<u>80,000 tons/year</u>	<u>12/31/2019</u>	Alameda County Industries	<u>45,000 tons/year</u>	<u>1/31/2020</u>	City of San Ramon	<u>40,000 tons/year</u>	<u>12/31/2019</u>	City of Livermore	<u>42,000 tons/year</u>	<u>12/31/2023</u>
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Pleasanton Garbage Service	<u>80,000 tons/year</u>	<u>12/31/2019</u>														
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City of San Ramon	<u>40,000 tons/year</u>	<u>12/31/2019</u>														
City of Livermore	<u>42,000 tons/year</u>	<u>12/31/2023</u>														
22. Planned Expansions, if any, to twenty (20) years and beyond	<u>none</u>															
23. Current Environmental Status (Include any historical violation of permit provisions or legal actions at the proposed Disposal Facility)	<u>clear</u>															
24. Description of Design, Permit and Operating Features that Protect and Monitor Public Health and Safety, Water Quality and Air Quality (leachate treatment facilities, landfill gas collection systems, base liner, etc.)	<u>Subtitle D Liner System with LCRS, LFG Collection system with 4.2MW LFGTE powerplant, groundwater monitoring network, LFG monitoring program, stormwater collection and monitoring program, etc.</u>															
25. Form of Closure/Post-Closure Maintenance Financial Assurance Provided Under Current Regulations (trust fund, corporate guarantee, etc.)	<u>Surety Bond</u>															
26. Status of Current Permits and Regulatory Approvals for the Disposal Facility	<u>All permits are current and approved</u>															

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY Provide One Form Per Disposal Facility Site	
27. Required Permit Revision Mitigations, Fees (including host fees) and Approvals Necessary to Accept the City's Waste	<u>none</u>
28. Method of Transportation Required for Landfill Access (e.g. transfer truck and trailer, rail car, etc.)	<u>Transfer Truck, Route Truck, etc.</u>
29. Tipping Method for Incoming Load	<u>Tipper, Walking Floor or Similar</u>
30. Environmental Impact on Host Community	<u>Mitigated through host fees</u>





DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY													
Provide One Form Per Disposal Facility Site													
	Other (please specify): _____												
19. Remaining Current Capacity as of January 1, 2012	<u>58,683,437 CY</u>												
20. Projected Capacity in 2035	<u>0</u>												
21. Current Major Customers (including Tonnage commitments)	<i>(If more space is required, please attach a separate sheet)</i>												
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22. Planned Expansions, if any, to twenty (20) years and beyond	_____												
23. Current Environmental Status (Include any historical violation of permit provisions or legal actions at the proposed Disposal Facility)	<u>clear</u>												
24. Description of Design, Permit and Operating Features that Protect and Monitor Public Health and Safety, Water Quality and Air Quality (leachate treatment facilities, landfill gas collection systems, base liner, etc.)	<u>Subtitle D Liner System with LCRS, LFG Collection system with 4.2MW LFGTE powerplant, groundwater monitoring network, LFG monitoring program, stormwater collection and monitoring program, etc.</u>												
25. Form of Closure/Post-Closure Maintenance Financial Assurance Provided Under Current Regulations (trust fund, corporate guarantee, etc.)	<u>Surety Bond</u>												
26. Status of Current Permits and Regulatory Approvals for the Disposal Facility	<u>All permits are current and approved</u>												

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY Provide One Form Per Disposal Facility Site	
27. Required Permit Revision Mitigations, Fees (including host fees) and Approvals Necessary to Accept the City's Waste	<u>none</u>
28. Method of Transportation Required for Landfill Access (e.g. transfer truck and trailer, rail car, etc.)	<u>Transfer Truck</u>
29. Tipping Method for Incoming Load	<u>Tipper, Walking Floor or Similar</u>
30. Environmental Impact on Host Community	<u>Mitigated through host fees</u>



DISPOSAL SERVICES FORM 13 DELIVERY FACILITY (IF PROPOSED)													
Provide One Form Per Proposed Delivery Facility Site													
Other (please specify): _____													
<b>17. Current Major Customers (including Tonnage commitments)</b>	<i>(If more space is required, please attach a separate sheet)</i>												
	<table border="1"> <thead> <tr> <th style="width: 70%;"></th> <th style="text-align: center;">Amount</th> <th style="text-align: center;">Term</th> </tr> </thead> <tbody> <tr> <td>Richmond Sanitary Service</td> <td style="text-align: center;"><u>93,362 tpy</u></td> <td style="text-align: center;"><u>2035</u></td> </tr> <tr> <td>East Bay Sanitary</td> <td style="text-align: center;"><u>7686 tpy</u></td> <td style="text-align: center;"><u>2025</u></td> </tr> <tr> <td>Bay Cities Refuse</td> <td style="text-align: center;"><u>8560 tpy</u></td> <td style="text-align: center;"><u>2019</u></td> </tr> </tbody> </table>		Amount	Term	Richmond Sanitary Service	<u>93,362 tpy</u>	<u>2035</u>	East Bay Sanitary	<u>7686 tpy</u>	<u>2025</u>	Bay Cities Refuse	<u>8560 tpy</u>	<u>2019</u>
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<b>18. Planned Expansions, if any, to twenty (20) years and beyond</b>	_____												
<b>19. Current Environmental Status (Include any historical violation of permit provisions or legal actions at the proposed Disposal Facility)</b>	_____												
<b>20. Description of Design, Permit and Operating Features that Protect and Monitor Public Health and Safety, Water Quality and Air Quality (leachate treatment facilities, landfill gas collection systems, base liner, etc.)</b>	<u>Concrete Pad enclosed with building, designed stormwater collection system, onsite leachate treatment facility, 3MW LFGTE powerplant</u>												
<b>21. Status of Current Permits and Regulatory Approvals for the Delivery Facility</b>	<u>Fully Permitted</u>												
<b>22. Required Permit Revision Mitigations, Fees (including host fees) and Approvals Necessary to Accept the City's Waste</b>	<u>Fully permitted</u>												
<b>23. Method of Transportation Provided for Facility Access (e.g. transfer truck and trailer, rail car, et.)</b>	<u>Collection vehicles and transfer trucks</u>												
<b>24. Tipping Method for Incoming Load</b>	<u>Manual and self dumping</u>												
<b>25. Environmental Impact on Host Community</b>	<u>Mitigated through host fees</u>												



**DISPOSAL SERVICES FORM 14  
COMBINED SCHEDULE C-1, P, V****Schedule C-1****“DECLARATION OF COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT”**

(Applicable to all city departments on all contracts and to be completed by the Prime Contractor)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor’s goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor’s program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

DISPOSAL SERVICES FORM 14  
COMBINED SCHEDULE C-1, P, V

**Schedule P**  
**"NUCLEAR FREE ZONE DISCLOSURE FORM"**

I certify that:

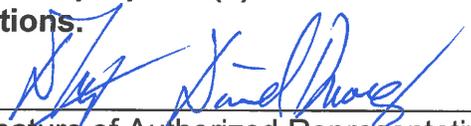
- A. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

**Schedule V**  
**"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"**

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

**By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P and Schedule V's stated conditions.**

6/12/2014  
Date

  
Signature of Authorized Representative

California Waste Solutions, Inc.  
Company Name

David Duong  
Type or Print Name

1820 10<sup>th</sup> Street  
Address

President/CEO  
Type or Print Title

Oakland, CA      94607  
City      State      Zip

(510) 832-8111  
Phone/Email

## **Attachment to Disposal Services Form 14 Combined Schedule C-1, P, V**

No disciplinary action has ever been taken against California Waste Solutions by either the EEOC or DFEH.

Neither the EEOC nor DFEH has ever found merit to any charge of discrimination filed by a Current or former employee of CWS. The following employees have filed *charges* of discrimination with the EEOC/DFEH against CWS:

1. Antoinette Penton

Ms. Penton filed a complaint of discrimination on July 27, 2011. CWS prepared a detailed eleven page response, which included exhibits A-P refuting all allegations made by Ms. Penton on October 11, 2011. The DFEH issued a Notice of Case Closure on July 3, 2012.

2. Charles Baldwin

Mr. Baldwin filed a complaint of discrimination on September 18, 2012. CWS prepared a detailed response to the allegations made by Mr. Baldwin on November 15, 2012. CWS' response included a three page position paper response and a seven page response to the Request for Information, which included exhibits A-D, refuting all allegations made by Mr. Baldwin. The EEOC matter has been settled.

3. Rhonda Thompson

Ms. Thompson filed a complaint of discrimination on September 18, 2012. CWS prepared a detailed response to the allegations made by Ms. Thompson on November 15, 2012. CWS' response included a four page position paper response and an eight page response to the Request for Information, which included exhibits A-D refuting all allegations made by Ms. Thompson. The EEOC matter has been settled.

4. Mohannad Saadah

Mr. Saadah filed a complaint of discrimination on August 28, 2012. CWS prepared a detailed response to the allegations made by Mr. Saadah on November 15, 2012. CWS's response included an eight page position paper response and a ten page response to the Request for Information, which included exhibits A-G refuting all allegations made by Mr. Saadah. The EEOC matter has been settled.

5. Glenn Ledet

Mr. Ledet filed a complaint of discrimination on August 28, 2012. CWS was preparing a full and complete response refuting all allegations made by Mr. Ledet, but Mr. Ledet requested a notice of right to sue, which was issued on September 13, 2012. The matter has been settled.

6. Eric Marbley, Sr

Mr. Marbley filed a complaint of discrimination on September 6, 2012. CWS prepared a detailed response to the allegations made by Mr. Marbley on November 7, 2012. CWS's response included a three page position paper response and an eight page response to the Request for Information, which included exhibits A-D refuting all allegations made by Mr. Marbley. The EEOC matter was dismissed.

CWS has consistently had in place thorough and effective workplace policies against harassment, retaliation, and discrimination. These policies are set forth in the employee handbook, which is provided to all Company employees. These policies have been provided to the EEOC/DFEH in CWS's responses to each of these charges of discrimination.

## 7. APPENDIX

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**Attachment 1 Vasco Road Landfill Permit**

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LINDA S. ADAMS  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

# CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD



ARNOLD SCHWARZENEGG  
GOVERNOR

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812-4025  
(916) 341-6000 • WWW.CIWMB.CA.GOV

MARGO REID BROWN  
CHAIR  
MBROWN@CIWMB.CA.GOV  
(916) 341-6051

WESLEY CHESBRO  
WCHESBRO@CIWMB.CA.GOV  
(916) 341-6039

JEFFREY DANZINGER  
JDANZINGER@CIWMB.CA.GOV  
(916) 341-6024

ROSALIE MULÉ  
RMULE@CIWMB.CA.GOV  
(916) 341-6016

GARY PETERSEN  
GPETERSEN@CIWMB.CA.GOV  
(916) 341-6035

JUN 13 2007

Mr. Ariu Levi, Director  
Alameda County Environmental  
Health Department  
1131 Harbor Bay Pky, Suite 200  
Alameda, CA 94502-6677

Dear Mr. Levi:

On June 12, 2007, the California Integrated Waste Management Board concurred in the issuance of a Solid Waste Facility Permit, Facility No. 01-AA-0010 for the Vasco Road Landfill, Alameda County. Enclosed is the permit received on May 8, 2007, for your execution.

Please return a copy of the issued permit to the Permitting and Inspection Branch. A copy of Permit Decision 2007-121 will be forwarded to you shortly.

Sincerely,

Mark de Bie, Branch Manager  
Permitting and Inspection Branch  
Permitting and Enforcement Division

Enclosure

:Concurrence-Vasco Rd Lf



ALAMEDA COUNTY  
HEALTH CARE SERVICES  
AGENCY  
DAVID J. KEARS, Agency Director



DEPARTMENT of ENVIRONMENTAL HEALTH  
ENVIRONMENTAL PROTECTION  
1131 Harbor Bay Parkway  
Alameda, CA 94502  
(510) 567-6790  
Fax (510) 337-9234

June 20, 2007

Diana Ratto  
Vasco Road Landfill  
Republic Services LLC.  
4001 North Vasco Road  
Livermore, CA 94551

**Subject: Vasco Road Landfill (01-AA-0010), Solid Waste Facility Permit (SWFP),  
Issued June 19, 2007 and Rescission of Notice and Order LEA 2003-01  
Amended June 7, 2006, originally issued on November 10, 2003.**

Dear Mrs. Ratto:

Enclosed please find the facilities newly revised Solid Waste Facility Permit (SWFP), issued on June 19, 2007, by the Local Enforcement Agency.

The California Integrated Waste Management Board concurred in the issuance of the SWFP for the Vasco Road Landfill on June 12, 2007. A copy of the Permit Decision No. 2007-121 will be forwarded to you when it is received from the California Integrated Waste Management Board.

In addition, the LEA hereby rescinds the Notice and Order noted above. The issuance of this revised SWFP issued on June 19, 2007 resolves all violations cited in the Notice and Order.

If you have any questions, please contact Mr. Roel Meregillano at (510) 567-6752.

Yours truly,

Karen Moroz  
Supervising E.H.S.

Enclosure

Cc: Reinhard Hohlwein - CIWMB

# SOLID WASTE FACILITY PERMIT

Facility Number:

**01-AA-0010**

1. Name and Street Address of Facility:

Vasco Road Landfill  
4001 N. Vasco Road  
Livermore, CA 94551  
(925) 447-0491

2. Name and Mailing Address of Operator:

Republic Services Vasco Road, LLC  
4001 N. Vasco Road  
Livermore, CA 94551  
(925) 447-0491

3. Name and Mailing Address of Owner:

Republic Services Vasco Road, LLC  
4001 N. Vasco Road  
Livermore, CA 94551  
(925) 447-0491

4. Specifications:

a. Permitted Operations:

Solid Waste Disposal Site

Transformation Facility

Transfer/Processing Facility (MRF)

Composting Facility (Green Material)

Other: \_\_\_\_\_

b. Permitted Hours of Operation:

**Receipt of Refuse/Waste: Commercial and Public Hours**  
Monday thru Friday 6:00 a.m. to 5:00 p.m. & Saturday 6:00 a.m. to 4:30 p.m.  
Sunday by special arrange with management approval (commercial haulers only)  
Closed: New Year's Day, Easter Sunday, Thanksgiving and Christmas.

c. Permitted Maximum Tonnage:

2,518

Tons per Day (tpd) for Disposal

d. Permitted Traffic Volume:

625

Vehicles per day (vpd)

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	323	246			
Design Capacity (cu. yds)		32,970,000 cu. yds.			
Max. Elevation (Ft. MSL)	1025				
Max. Depth (Ft. MSL)					
Estimated Closure Year	2022				

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

*William W. Picher*

*for Arnie Levi*

Approving Officer Signature

6. Enforcement Agency Name and Address:

Alameda County Environmental Health Department  
Office of Solid and Medical Waste Management  
1131 Harbor Bay Parkway  
Alameda, CA 94502  
(510) 567-6790

7. Date Received by CIWMB:

**MAY 08 2007**

8. CIWMB Concurrence Date:

**JUN 12 2007**

9. Permit Issued Date:

**JUNE 19, 2007**

10. Permit Review Due Date:

**JUNE 19, 2012**

11. Owner/Operator Transfer Date:

# SOLID WASTE FACILITY PERMIT

Facility Number:

**01-AA-0010**

## 12. Legal Description of Facility:

The legal description of this facility is contained in Section 2 page 2-2 of the Joint Technical Document dated 28 December 2006.

## 13. Findings:

- a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by the CIWMB on April 24, 1996. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a). On April 25, 2007, a determination of exemption from the Countywide Integrated Waste Management Plan Conformance process was granted for the proposed solid waste facility permit changes.
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2003112010) and approved by the Alameda County Planning Commission on May 17, 2004. A Notice of Determination was filed with the State Clearinghouse on May 20, 2004.
- e. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2005012031) and certified by the Alameda County Board of Supervisors on May 4, 2006. The Mitigated Negative Declaration describes and supports the design and operation, which will be authorized by the Conditional Use Permit C-4158, Resolution (R-2006-178) adopted on May 4, 2006.
- f. The Alameda County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.

## 14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

## 15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document (JTD) Amendments	Dec. 28, 2006	Preliminary Closure and Postclosure Maintenance Plan	Dec. 28, 2006
Waste Discharge Requirements Order No. 96-041	Mar. 20, 1996	Closure Financial Assurance Documentation	Dec. 28, 2006
APCD Permit to Operate Plant #5095	March 1, 2006	Operating Liability Certification	Dec. 27, 2006
Environmental Document Mitigated Negative Declaration (SCH # 2005012031)	May 4, 2006	Land Use and/or Conditional Use Permit (C-4158)	May 4, 2006
Environmental Document Mitigated Negative Declaration (SCH # 2003112010)	May 17, 2004		

# SOLID WASTE FACILITY PERMIT

Facility Number:

01-AA-0010

## 16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Monthly
b. The number and types of vehicles using the facility per day.	Monthly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Maintain availability during LEA inspection. Record in Operating Records
d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Notify LEA within 24 hours. Written Reports Quarterly
e. Results of the landfill gas monitoring program.	Quarterly
f. Wet weather preparedness report/winter operations plan.	Annual – due by November 1
g. Fill sequencing plan for the forthcoming year.	Annually
h. Remaining site capacity with aerial survey.	Annually
i. Type and quantity of alternative daily cover and materials for beneficial reuse received.	Monthly
j. Type and quantity of outgoing recycled materials recovered.	Monthly
k. Log of Special Occurrences, which includes records of fires, explosion, injury and property damage accidents, flooding, incidence of unlawful disposal of prohibited material and other unusual events, such as facility closure with brief description of the response to and resolution of occurrence. Include visits by regulatory agencies.	Daily (Maintain Log Availability during LEA inspection)

# SOLID WASTE FACILITY PERMIT

Facility Number:

01-AA-0010

## Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for this facility is 2,518 tons per day for disposal and shall not receive more than this amount for disposal without a revision of this permit.
- e. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.
- f. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- h. A copy of this permit shall be maintained at the facility.
- i. All boxes, bins, or other waste containers including waste transport vehicles shall be cleaned on a regular schedule to prevent a public health hazard or nuisance caused by litter, odors or vectors.
- j. The maximum permitted vehicle trips per day for this facility is 625, and shall not exceed this amount without a revision of this permit.
- k. Prohibited waste that is inadvertently received at the facility shall be managed in accordance with procedures that are outlined in the Joint Technical Document and in compliance with all applicable laws and regulations.
- l. Daily cover materials will be applied in accordance with Title 27 CCR, Division 2, Section 20680 and 20690, as described in the Joint Technical Document.

**Attachment 2 Keller Canyon Landfill Permit**

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# SOLID WASTE FACILITY PERMIT

1. Facility/Permit Number:

07-AA-0032

2. Name and Street Address of Facility:

Keller Canyon Landfill  
901 Bailey Road  
Pittsburg, CA 94565

3. Name and Mailing Address of Operator:

Keller Canyon Landfill Company  
901 Bailey Road  
Pittsburg, CA 94565

4. Name and Mailing Address of Owner:

Keller Canyon Landfill Company, a wholly owned  
Subsidiary of Allied Waste Industries, Inc.  
18500 N. Allied Way  
Phoenix, AZ 85054

5. Specifications:

a. Permitted Operations:

- |   |  |
|---|--|
| <input type="checkbox"/> Composting Facility (mixed wastes) | <input type="checkbox"/> Processing Facility     |
| <input type="checkbox"/> Composting Facility (yard waste)   | <input type="checkbox"/> Transfer Station        |
| <input checked="" type="checkbox"/> Landfill Disposal Site  | <input type="checkbox"/> Transformation Facility |
| <input type="checkbox"/> Material Recovery Facility         | <input type="checkbox"/> Other:                  |

b. Permitted Hours of Operation:

6 days/week, Monday through Saturday, with operating hours of 7:00 a.m. to 7:30 p.m.; no waste shall be accepted after 7:00 p.m. The required daily cover shall be completed by 7:30 p.m., at which time stationary working lights shall be extinguished.

Transfer vehicle traffic shall be regulated in accordance with COA<sup>2</sup> 29.9, Peak Period Traffic Management.

c. Permitted Tons per Operating Day:

Non-Hazardous - General and designated waste	.....3500 tons/day maximum Disposal.	Total:	Tons/Day
Non-Hazardous - Sludge	.....3500 Disposal.....		Tons/Day
Non-Hazardous - Separated or commingled recyclables	.....		Tons/Day
Non-Hazardous - Other (See Section 14 of Permit)	.....		Tons/Day
Designated (See Section 14 of Permit)	.....		Tons/Day
Hazardous (See Section 14 of Permit)	.....		Tons/Day

d. Permitted Traffic Volume:

Incoming waste materials	.....260.....	Total:	Vehicles/Day
Outgoing waste materials (for disposal)	..140 transfer vehicles (annual average).		Vehicles/Day
Outgoing materials from material recovery operations	.....		Vehicles/Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	1399 acres	244 acres	N/A	N/A	N/A	N/A
Design Capacity	75 MCY (air space)	60 - 64 MCY (net waste)	N/A tpd	N/A tpd	N/A tpd	N/A tpd
Max. Elevation (Ft. MSL)		1050 ft.	N/A	N/A	N/A	N/A
Max. Depth (Ft. BGS)	Canyon fill/N/A	N/A	N/A	N/A	N/A	N/A
Estimated Closure Date	N/A	2050	N/A	N/A	N/A	N/A

Remaining capacity as of September 2008 is estimated at 71,900,000 cubic yards net air space (refuse).\*

\*This figure was obtained from the most recent aerial survey conducted on April 2008.

Any change which would cause the design or operation of the facility not to conform to the terms or conditions of the permit is prohibited. Any such change shall be considered a significant change, and will require a revision of this permit pursuant to PRC, Division 30, Section 44004. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permits.

6. Approver:

*Sherman S. Quinnlan*  
Approving Officer Signature

Sherman Quinnlan, R.E.H.S., M.S.E.H., Director of Environmental Health  
Name/Title

7. Enforcement Agency Name and Address:

Local Enforcement Agency  
Contra Costa Environmental Health  
2120 Diamond Boulevard, Suite 200  
Concord, CA 94520

8. Received by CIWMB:

SEP 17 2009

9. CIWMB Concurrence Date:

NOV 12 2009

10. Permit Review Due Date:

December 14, 2014

11. Permit Issued Date:

December 14, 2009

## SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

07-AA-0032

### 12. Legal Description of Facility (attach map with RFI):

**Property Boundaries.** The Class II Landfill is located south of the City of Pittsburg, east of Bailey Road, north of Mulligan Hill and north of the City of Concord, situated in the foothills of the Mt. Diablo Range in Contra Costa County, California. Site location maps are attached as Exhibit A and Plate 1. The Assessors Parcel numbers are as follows:

094-050-001 094-060-001 094-060-002 094-070-001 094-080-003 094-100-001 094-110-001 094-120-001 094-130-006

The site occupies 2,628 acres of Sections 23, 24, 25 and 26 of Township 2N Range 1W, MDB&M. The facility activities will encompass a total of 375 acres, while the limit of waste disposal, the landfill "footprint", is 244 acres. The total permitted acreage is 1399 acres. The remaining 1229 acres will be reserved for uses consistent with open space and agricultural designations, as determined by the County.

### 13. Findings:

- a. This permit is consistent with the Contra Costa County Integrated Waste Management Plan (CIWMP), May 1993. Public Resources Code, Section 50001. The facility is discussed on the following pages of the CIWMP: I-1, I-7, I-23, I-37, I-41 through 44, II-2 & 3, II-7 through 9, II-11 through 22, and Table C. The Contra Costa County Integrated Waste Management Plan, May 1993 has been approved by the CIWMB, December 15, 1993.
- b. General Plan Amendment Keller Canyon Landfill, (GPA 3-89-CO) (hereinafter, GPA) provides for compatibility with surrounding land use. In approving the GPA, the Contra Costa County Board of Supervisors has found that the facility is consistent with surrounding land uses. Keller Canyon Landfill site is identified in and is consistent with the General Plan Amendment approved by the Contra Costa County Board of Supervisors on October 17, 1989 and subsequently adopted with the Contra Costa County General Plan, January 1991.
- c. This permit is consistent with the standards adopted by the California Integrated Waste Management Board (CIWMB), Public Resources Code, and Section 44010.
- d. The design and operation of the facility is in compliance with the State Minimum Standards for solid waste handling and disposal as determined by Contra Costa Environmental Health (LEA) of Contra Costa Health Services and is consistent with standards adopted by the California Integrated Waste Management Board.
- e. The Riverview Fire Protection District has determined that the facility is in conformance with applicable fire standards as required by Public Resources Code, Section 44151.
- f. The revisions to the SWFP and the amendments to the RDSI are within the scope of the Keller Canyon Landfill project evaluated in the 1990 Environmental Impact Report (EIR) (SCH No. 1989040415) prepared and certified by the Contra Costa County Board of Supervisors in July 1990. Supporting documentation Mitigated Negative Declaration, State Clearing House No. 1999092018, submitted September 7, 1999, approved October 6, 1999.

### 14. Prohibitions:

The following activities, operations, and conditions are expressly prohibited at the facility:

1. Accepting or disposal of wastes for which the facility is not approved, including:
  - o Hazardous wastes,
  - o Liquids or slurries unless authorized by the RWQCB and LEA.
  - o Septage,
  - o Designated wastes not identified in the Permit or in the WDR,
  - o Burning wastes,
  - o Large dead animals or large quantities of small dead animals, except with the approval of Contra Costa Health Services (LEA),
  - o Untreated medical waste as defined in Chapter 6.1 of the California Health and Safety Code or infectious wastes as defined in 27 CCR 20880
2. Conducting unacceptable activities such as:
  - o Burning of wastes,
  - o Scavenging,
  - o Accepting or disposing of any other waste for which this facility is not permitted,
  - o Accepting quantities of wastes exceeding the permitted capacity of the facility as stated in the findings section of this permit, without prior approval of the LEA.
3. Allowing conditions which are not acceptable, such as:
  - o Standing water on covered fill areas,
  - o Landfill fires,
  - o Slope failure

# SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

07-AA-0032

15. The following documents also describe and/or restrict the operation of this facility (insert document date in space):

	DATE		DATE
[X] Report of Facility Information	January, 1992	[X] Waste Discharge Requirements	91-052, 97-060, 98-081
[X] Amendments to RF! (RDSI)	March, 2000 May, 2006	[X] Preliminary Closure & Post Closure Maintenance Plan (deemed complete by LEA on September 14, 1995)	September 14, 1995
[X] Franchise Agreements, Contra Costa Board of Supervisors	October 31, 1990	[X] Other (list)	
Amendment #1	November 8, 1994	1. Implementation & Mitigation Monitoring Program, Contra Costa Community Development	January 29, 1992
Amendment #2	February 27, 1996	2. USFS & BLM Special Use Permits are not required	
Amendment #3	February 2, 1999	3. Nationwide Permit No. 26, Dept. of the Army, Corps of Engineers (COE)	June 14, 1991
[X] Williamson Cancellation Act Contra Costa Board of Supervisors (amended)	July 14, 1990 October 5, 1991	4. Streambed Alteration Agreements California Dept. of Fish & Game	October 18, 1991
[X] Land Use Permits and Conditional Use Permits, Permit 2020-89 (amended)	July 24, 1990 November 1, 1994	5. Clean Water Act 401 Certification, State Water Resources Control Board (SWRCB)	October 3, 1991
[X] Air Pollution Permits and Variances Plant 4618, Permit 21312 (Conditions 16461, 9527, 16462)	October 8, 1999		
[X] Environmental Impact Report: State Clearing House No. 1989040415	July 1990		
[X] Mitigated Negative Declaration: State Clearing House No. 1999092018	November 12, 1999		
[X] Local & County Ordinances Contra Costa County Ordinance Code, Chapter 418.4 -- Disposals Sites Contra Costa County Ordinance Code, Chapter 418.5 -- Franchises for Solid Waste Facilities			

# SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

07-AA-0032

**16. Self Monitoring:**

a. Results of all self-monitoring programs as described in the Report of Facility Information, will be reported as follows:

Program	Reporting Frequency	Agency Reported To
1. Landfill Gas Monitoring Program	1. Quarterly	1. LEA
2. Groundwater Monitoring Program	2. Quarterly with annual summary	2. LEA, RWQCB
3. Remaining Site Life/Capacity	3. Annual - with aerial surveys	3. LEA
4. Daily Tonnage Records - daily quantities of waste received	4. Quarterly - due no later than 30 days into succeeding quarter	4. LEA
5. Daily random waste load checking program	5. Daily	5. Available for LEA monthly inspection
6. Log and report the types and quantities of prohibited waste found in the waste stream and disposition of those materials	6. Quarterly	6. Available for LEA monthly inspection
7. Special Occurrence Log and operator's action(s) taken to correct/resolve each problem/situation	7. Daily	7. Available for LEA monthly inspection
8. All operational records, monitoring reports, results of regulatory inspections, summaries of daily inspection reports	8. Available upon request	8. LEA
9. Air quality Monitoring Program	9. Quarterly monitoring	9. LEA, BAAQMD - Available onsite for inspection

CIWMB = California Integrated Waste Management Board  
 RWQCB = Regional Water Quality Control Board  
 BAAQMD = Bay Area Air Quality Management District  
 LEA = Local Enforcement Agency

\* The reporting frequency will be that required in the RWQCB WDR requirements

# SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

07-AA-0032

**17. LEA Conditions:**

(NOTE: LEA conditions listed here shall be in addition to conditions of other documents controlling operation of this facility.)

- a. The facility shall comply with all State Minimum Standards for Solid Waste Handling and Disposal as specified in Title 27 of the California Code of Regulations (CCR).
- b. The facility shall comply with all federal, state, and local requirements and enactments, including implementation of all mitigation measures developed in accordance with any certified environmental document filed pursuant to Public Resources Code (PRC) 21081.6.
- c. Any additional information required by Contra Costa Health Services (LEA) shall be furnished to agency personnel on request.
- d. The operator shall maintain a copy of this Solid Waste Permit (SWFP) and the RDSI at the facility at all times.
- e. This SWFP is subject to review by the LEA and may be modified, suspended, or revoked at any time for sufficient cause after a hearing.
- f. **Types of Waste Received.** The landfill will receive residential, commercial, industrial, construction/demolition, designated and special wastes as provided in the RDSI and as set forth below. The facility will not accept hazardous wastes. The facility shall accept the following designated, non-hazardous or inert wastes:

Municipal Solid Waste	Commercial and Industrial Waste	Geothermal Wastes
Drilling Muds	Agricultural Wastes	Cannery Wastes
Contaminated Soils	Filter Cake/Dewatered Sludge	Sewage Sludge
Shredder Waste	Construction/Demolition Debris	Spent Catalyst Fines

- g. **Quantification of Waste Received.** Maximum peak permitted capacity is 3500 tons disposal per operating day. Design capacity is estimated to be 60-64 million cubic yards compacted at 0.6 tons/cubic yard. Maximum total waste mass shall not exceed 38.4 million tons. In addition the Facility is allowed 1300 TPD of beneficial reuse material at the following limits:

500 tpd of green waste	300 tpd of wood waste	500 tpd of inert materials
------------------------	-----------------------	----------------------------

- h. **Method of Operation.** The Class II landfill will operate as a modified canyon fill, using daily cover. Waste will be compacted in layers of no greater than two feet, and from the base of the working face, at a final slope of 4:1. The size of the working face will be adjusted to optimize response to tipping area traffic, necessary space for landfill equipment, economy of use of cover soil or ADC and minimization of litter, odors, unsightliness and vectors. The working face shall not exceed an area of one acre nor measure more than 250 feet in width, with a maximum slope of 3:1.

- i. **Waste Reduction and Resource Recovery.** Municipal solid waste received at this facility shall arrive by transfer vehicles from transfer stations where waste reduction and resource recovery activities have taken place.

- j. **Hazardous Waste Screening.** A hazardous waste screening program has been developed pursuant to San Francisco Bay Area Regional Water Quality Control Board Waste Discharge Requirements 91-052 (hereinafter, WDR). The program consists of the following activities: inspection of random incoming loads; regular visual inspection of wastes deposited at the facility; training of facility personnel in hazardous waste recognition and proper hazardous waste handling procedures; reporting incidents of unlawful disposal to agencies specified below; installation of signs at the facility's entry way indicating that no hazardous wastes are accepted; a list of unacceptable wastes. Additional measures may be required upon the request of the LEA or the CTWMB.

Agencies to be notified in case of unlawful disposal:  
 Contra Costa Health Services-Environmental Health - (925) 692-2500  
 Contra Costa Health Services Environmental Health-Hazardous Materials Program - (925) 646-2286  
 San Francisco Bay Area Regional Water Quality Control Board - (510) 622-2347  
 Riverview Fire Protection District - (925) 757-1303

- k. **Special operating procedures:**
  - (a) Soils excavated during or incidental to construction of the landfill shall be stockpiled and reused for cover material to the fullest extent possible.
  - (b) Erosion control techniques such as providing road shoulder berms, covering areas of high erosion potential, diverting and controlling water runoff, and reseeding exposed areas, shall be implemented. Other erosion control measures shall be implemented as may be required by the LEA.
  - (c) Refuse and cover material shall be compacted in a manner so as to maximize strength and slope stability. The dimensions of the landfill working face shall not exceed those stated in the Findings of this permit. The working face shall not exceed a slope of 3:1.
  - (d) Surface roads shall be paved or wetted wherever such pavement or wetting is required by the LEA for purposes of dust suppression. The use of other dust palliatives on onsite roads and operating areas may also be required by the LEA.
  - (e) Litter fences shall be placed as required by the LEA in the event of demonstrable litter problems.
  - (f) The operator shall take all possible steps, including but not limited to staged cover, bird wires, "screamers", etc., to minimize attracting birds to the landfill.
  - (g) An odor complaint program shall be established and odor problems mitigated within time constraints imposed by the LEA.
  - (h) Operator must accept such waste as directed by LEA in response to any declared emergency.
  - (i) Pursuant to Section 44012, Public Resources Code, the enforcement agency may prohibit or condition the handling or disposal of solid waste to protect, rehabilitate, or enhance the environmental quality of the state or to mitigate adverse environmental impacts.

# SOLID WASTE FACILITY PERMIT

Facility/Permit Number:  
07-AA-0032

- 1. Any change which would cause the design or operation of the facility not to conform to the terms or conditions of the permit is prohibited. Any such change shall be considered a significant change, and will require a revision of this permit pursuant to PRC, Division 30, Section 44004.
- m. This facility has a total permitted capacity of 3500 tons per day for disposal only and 1300 tons per day of beneficial reuse; and shall not receive more than that amount without first obtaining a revision of the permit
- n. Keller Canyon Landfill Company (KCLC) shall be considered operators of the landfill site. KCLC is a wholly owned subsidiary of Allied Waste Industries, Inc., a Delaware corporation.
- o. A log of special occurrences, pursuant to the provisions of 27 CCR 20510(c), shall be maintained at the facility and be made available to the LEA or the CIWMB on demand, and annually reported to the LEA on a date to be determined by the LEA.
- p. Preliminary closure and postclosure maintenance plans have been submitted pursuant to 27 CCR 21780.
- q. All documentation relating to the preparation of the closure and postclosure maintenance costs shall be retained by Keller Canyon Landfill Company and shall remain available for inspection by the Local Enforcement Agency and the CIWMB.
- r. The operator shall, once per calendar year, have this facility surveyed. Such survey shall be performed and signed by a licensed land surveyor or registered civil engineer, and it shall show the following:
  - (a) Total volume of fill for the phase surveyed.
  - (b) Volume of fill since last survey, and
  - (c) Remaining volume to be filled in the phase

Aerial survey is required, including an initial survey before waste is accepted into each phase. All coordinate/elevation points shall be made available to the LEA on request.

**Attachment 3 Bank Letter**

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Commercial and Trade Finance Division  
2350 Mission College Blvd., Suite 988, Santa Clara, CA 95054  
Tel: (408) 330-2011; Fax: (408) 588-9688

November 26, 2012

Mr. David Duong  
President and CEO  
California Waste Solutions, Inc.  
1005 Timothy Drive  
San Jose, CA 95133

RE: City of Oakland

Dear Mr. Duong,

This letter is to confirm our support to California Waste Solutions, Inc. (CWS). As you know, East West Bank has been your primary bank since 2001 and has supported all of your Company's projects, including the 2006 San Jose RFP with 6 years contract initially and additional 8 years extension for the collection and recycle contract with the City of San Jose.

Our experience with CWS over the years has been excellent. We understand that CWS will be proposing to the City of Oakland for the Residential Recycling (RR) and / or Mixed Materials and Organics (MM&O) contract. Based on your successful track record and management team, East West Bank expects to extend continued support to CWS for the proposed projects in the future and is subject to the Bank's further due diligence and Credit Committee approval.

Please feel free to share this letter with the City of Oakland and their advisors. Also, please let them know that I am available to answer any questions they may have. I can be reached at (415) 330-2011 or by e-mail at [henry.choy@eastwestbank.com](mailto:henry.choy@eastwestbank.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Henry Choy".

Henry Choy  
First Vice President & Manager  
Commercial and Trade Finance, Northern California