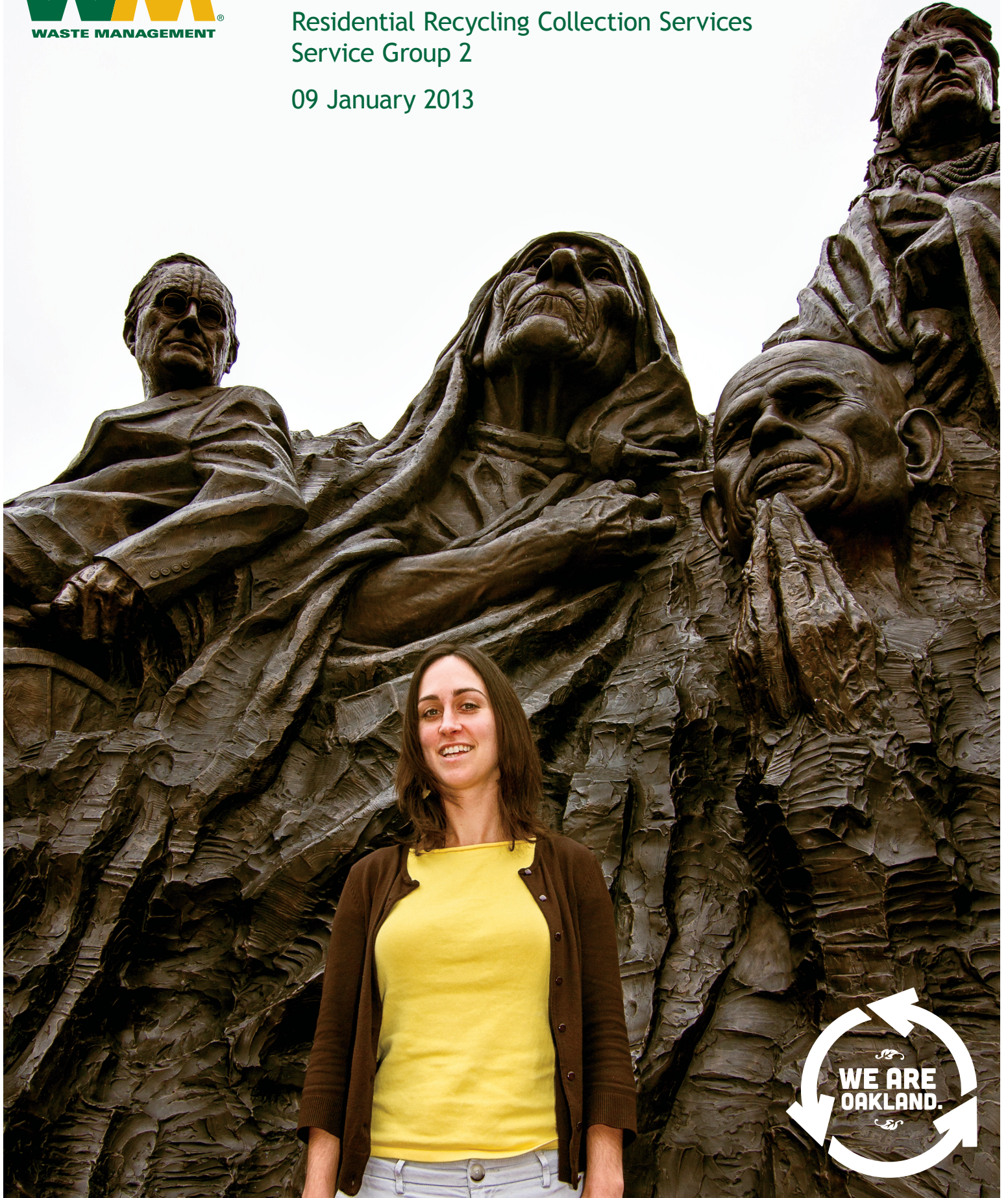




# City of Oakland, Zero Waste Services

Residential Recycling Collection Services  
Service Group 2

09 January 2013



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

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





*Waste Management of Alameda County, Inc. is honored to be presenting to the City of Oakland for the privilege to retain residential recycling collection services for the City.*

*On the cover:*

*Waste Management of Alameda County embodies the spirit of the City of Oakland by employing Oakland residents.*

*Rebecca Parnes is a WMAC Recycling Coordinator, Board Chair of “Keep Oakland Beautiful” & long-time Oakland resident.*



**“WE ARE OAKLAND”**

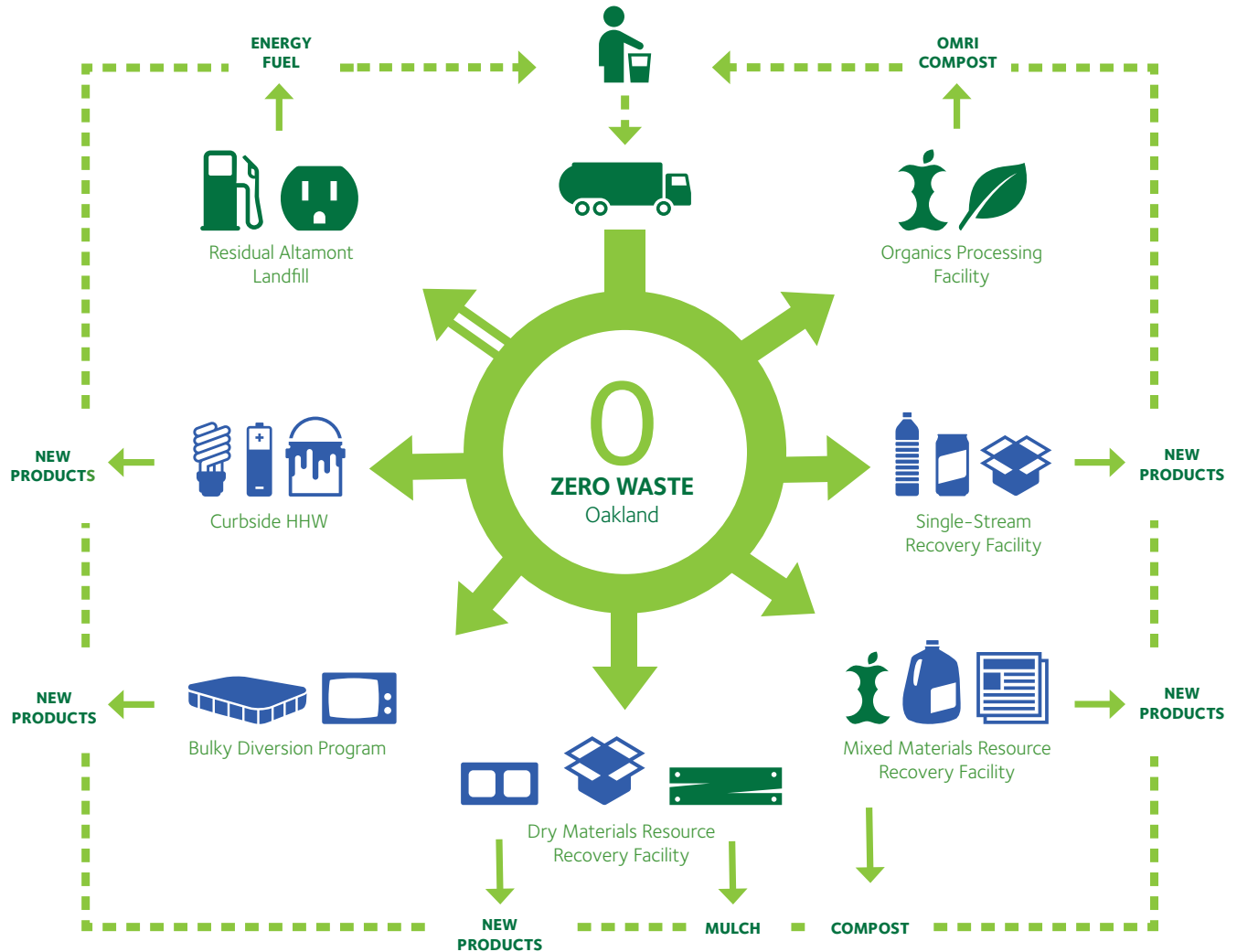
*Waste Management of Alameda County commissioned local art entity Oaklandish to create a special logo to represent our relationship with the City and our efforts to help attain its Zero Waste goal.*



# CITY OF OAKLAND, ZERO WASTE SERVICES

RESIDENTIAL RECYCLING COLLECTION SERVICES - SERVICE GROUP 2  
09 JANUARY 2013

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



## Presented to

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

## Presented by

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



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

**THINK GREEN.®**







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

– Albert Isola, Retired  
Oakland Scavenger, 1936 to 1978





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



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



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

---

## 1.1 COVER LETTER

January 9, 2013

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

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

**RE: Response to “City of Oakland, Request for Proposals for Zero Waste Services, Service Group 2**  
Waste Management of Alameda County, Inc. (WMAC) fka Oakland Scavengers Company, its predecessor, a wholly owned subsidiary of WM Holdings, Inc., (Waste Management), is pleased to provide our complete submittal in response to the Request for Proposals for Zero Waste Services, Service Groups 2.

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

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

As the incumbent for a majority of the current residential recycling base and with full knowledge of the customer base being serviced by CWS, WMAC can guarantee continuity of high service and avoid potential service interruptions, which may be experienced in a transition of this size and complexity. Our workforce has more than 35% employees with tenure greater than 15 years of service. With full knowledge of the entire Oakland residential customer base, WMAC offers the City a seamless transition and existing infrastructure of best-in-class facilities to achieve effective single stream diversion goals on the first day of the contract.

WMAC is excited for the opportunity to continue this zero waste journey and we are committed to the following global strategies. WMAC’s commitments are aligned with the City’s pledge of being economically dynamic, ecologically sustainable and socially equitable.



- **New Quality Jobs** -The 50% Hire Oakland Initiative will add at least 15 new jobs for Oakland residents averaging over \$65k in annual compensation packages each. Our investments will also add additional direct and indirect jobs.
- **Maximize Local Business Presence** - WMAC “Buy Oakland Vendor Program” - We will Increase our spend with City of Oakland businesses and organizations by 30%.
- **Investment in Oakland’s Zero Waste Future, Commitment to the City of Oakland** - In addition to over \$9.7M in vehicle purchases, and \$8.3M in carts, WMAC will upgrade both single stream and other zero waste recycling facilities with expected investment of over \$97M at our local, permitted facilities as part of our commitment to the community. Overall, these investments will have a significant impact on Oakland and Alameda County. Our marketing strengths, with viable and regulated recycling markets, ensure that we can provide the best possible valuation of services to Oakland.
- **Innovative Technology and Social Media Platforms for Grassroots Marketing** - WMAC ensures social equity in our communities through living wages, strong labor relationships, fees for Open Space, commitment to safety, endowments, and community partnerships. We will continue to strengthen our roots in the community.
- **A Seamless Transition That Minimizes Disruption to Residents and City Staff** - On the first day of service, we will be prepared to begin meeting the Zero Waste diversion goals that the City has established.

We strongly believe that WMAC is the best-positioned organization to lead the next generation of programs and facilities for the City of Oakland’s goal to meet zero waste. We have the people, resources, capital commitment and most important, a long-term strong partnership created over the last 100 years.

WMAC respectfully submits the following required information per RFP section 4.3.2.1.1 “Cover Letter”:

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

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

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

Waste Management of Alameda County, Inc. is the organization submitting the proposal in response to City of Oakland, Request for Proposals for Zero Waste Services Service Group 2. WMAC and its predecessor, Oakland Scavengers, has operated in Oakland since 1913 and has continuously provided the City of Oakland with waste, recycling and disposal services for the past 100 years. In 1926, Oakland Scavengers became a California corporation and has continuously operated through its stock purchase acquisition by Waste Management of Alameda County, Inc. in 1985. Waste Management of Alameda County, Inc., a California Corporation, is in good standing.

*Name of the entity that will sign the Residential Recycling Collection Services Contract, in the event one is awarded.*

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

*A written statement certifying that the proposer has examined, understood, and agreed to all requirements set forth in the Residential Recycling Collections Services Contract.*

Waste Management of Alameda County, Inc. has carefully examined, understands, and agrees to providing the scope of the RFP and meeting the requirements of the RR Collection Services contract without reservation, unless it has specifically asked for clarification on singular points in this response.

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

Waste Management of Alameda County, Inc. has received:

Release Date	Document(s)
September 21, 2012	Addendum #1 to Collection Services portion of the Zero Waste RFP, replacing RFP Sections 1-4 in their entirety
September 28, 2012	Addendum #2 to the Collection Services portion of the Zero Waste RFP, providing Addendum #2 Responses to Questions Received from Eligible Proposers, revising MM&O Collection Services RFP Form 14 and RR Collection Services RFP Form 14, and adding MM&O Collection Services RFP Form 13A and RR Collection Services RFP Form 13A;
October 4, 2012	Addendum #3 to the Collection Services portion of the Zero Waste RFP, providing: Addendum #3 Responses to Questions Received from Eligible Proposers; revising MM&O Maximum Customer Service Rates Forms, Collection Services RFP Attachment 1D, and Collection Services RFP Table 2-1; and adding MM&O Collection Services RFP Attachment 1F, Attachment 1G, Attachment 3, and Attachment 4.
October 10, 2012	Addendum #4 to the Collection Services portion of the Zero Waste RFP, providing Addendum #4 Responses to Questions Received from Eligible Proposers; and adding Attachment 5 and Attachment 6.
October 15, 2012	Addendum #5 to the Collection Services portion of the Zero Waste RFP, providing Addendum #5 Responses to Questions Received from Eligible Proposers; and revising Mixed Materials and Organics Collection Services Contract Exhibit 8, Table B.
October 17, 2012	Addendum #6 to the Collection Services portion of the Zero Waste RFP, providing Addendum #6 Responses to Questions Received from Eligible Proposers; and revising RR Collection Form 2C and MM&O Collection Forms 2A, 2I and 2K.
October 23, 2012	Addendum #7 to the Collection Services portion of the Zero Waste RFP, providing Addendum #7 Responses to Questions Received from Eligible Proposers.
October 26, 2012	Addendum #8 to the Collection Services portion of the Zero Waste RFP, providing Addendum #8 Responses to Questions Received from Eligible Proposers; and adding Attachment 7.
October 30, 2012	Addendum #9 to the Collection Services portion of the Zero Waste RFP, providing Addendum #9 Responses to Questions Received from Eligible Proposers; revising MM&O Services Contract Exhibit 8 Table B; and adding Attachment 8.

Release Date	Document(s)
November 7, 2012	Addendum #10 to the Collection Services portion of the Zero Waste RFP, providing Addendum #10 Responses to Questions Received from Eligible Proposers; and revising RR Collection Form 2A; MM&O Collection Forms 12A-C; and MM&O Contract Exhibit 2.
November 16, 2012	Addendum #11 to the Collection Services portion of the Zero Waste RFP, revising the due date for proposals to January 9, 2013, and providing red-lined versions of the complete RFP (including forms) and contract, and Attachment 9.
December 18, 2012	Addendum #12 to the Collection Services portion of the Zero Waste RFP, revising dispute resolution language for both collection contracts.

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

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

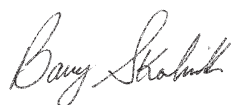
Upon award and execution of the RR Collection Services Contract to WMAC, Waste Management of Alameda County, Inc. will reimburse \$500,000 to the City to cover the cost of this procurement within thirty days. It is understood that failure to do so will result in disqualification.

*A written statement acknowledging the validity of the proposal contents including the proposed Maximum Collection Service Rates through June 30, 2015 or such earlier time as the proposed Maximum Collection Service Rates may be adjusted by the City.*

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

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

Sincerely,



Barry Skolnick  
President of Waste Management of Alameda County, Inc.  
Area Vice President (AVP)-Northern California-Nevada

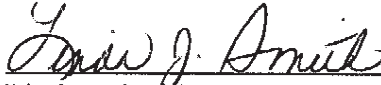


**CERTIFICATE**

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

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

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

  
Linda J. Smith, Secretary



## 1.2 PROPOSAL SURETY

In order to propose on Service Group 2 - RR Collection Services, proposers must submit a One Hundred Thousand Dollar (\$100,000) proposal surety in accordance with Section 4.2.15 of this RFP.





RR COLLECTION SERVICES FORM 3  
PROPOSAL BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Waste Management of Alameda County, Inc.

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

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

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

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

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

Waste Management of Alameda County, Inc.

By: Stephanie Wiggins

Stephanie Wiggins, Attorney-in-Fact

Westchester Fire Insurance Company

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

By: Lupe Tyler

Lupe Tyler,

Attorney-in-Fact

RR COLLECTION SERVICES FORM 3  
PROPOSAL BOND FORM

ACKNOWLEDGMENT

TEXAS

State of ~~California~~ <sup>California</sup>, County of ~~HARRIS~~ <sup>HARRIS</sup>  
Jennifer Sue Copeland

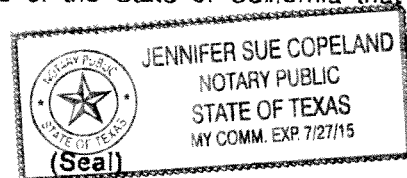
Lupe Tyler, Attorney-in-Fact

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

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

WITNESS my hand and official seal.

Signature Jennifer Sue Copeland



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

2383



CERTIFICATE OF ACKNOWLEDGEMENT OF PRINCIPAL

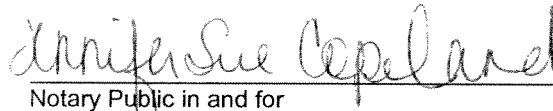
State of TEXAS;

County of HARRIS;

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

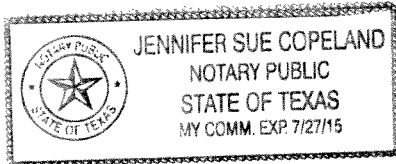
Given under my hand and seal of office this 12<sup>th</sup> day of December, 2012.

SEAL



Notary Public in and for  
The State of TEXAS

My Commission expires: 07/27/2015



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Donna L. Williams, Jennifer Copeland, Lisa Ward, Lupe Tyler, Margaret Buboltz, Michael J Herrod, Nancy Thomas, U. Theresa Gardner, Wendy Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of November 2011.

WESTCHESTER FIRE INSURANCE COMPANY

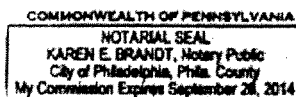


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 3 day of November, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.




  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 12<sup>th</sup> day of December, 2012



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 03, 2013.

## POWER OF ATTORNEY

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

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

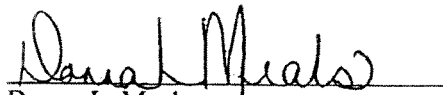
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


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

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

Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Devina A. Rankin  
Vice President and Treasurer



### 1.3 PERFORMANCE SECURITY COMMITMENT LETTER

In order to propose on Service Group 2 jV RR Collection Services, proposers must submit a One Million, Five Hundred Thousand Dollars (\$1,500,000) Performance Bond Commitment Letter or a letter stating that the proposer will provide a Letter of Credit in accordance with the requirements of Section 24.01 of the RR Collection Services Contract.





# A

Date: December 12, 2012


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

Principal: Waste Management of Alameda County, Inc.  
Bid Date: 12/12/2012  
Description: Residential Recycling Collection Service Contract

Dear Sir/Madam:

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

Sincerely,  
Westchester Fire Insurance Company



Lupe Tyler  
Attorney-in-Fact

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

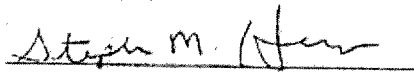
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Donna L Williams, Jennifer Copeland, Lisa Ward, Lupe Tyler, Margaret Buboltz, Michael J Herrod, Nancy Thomas, U. Theresa Gardner, Wendy Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of November 2011.

WESTCHESTER FIRE INSURANCE COMPANY

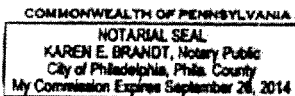


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 3 day of November, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

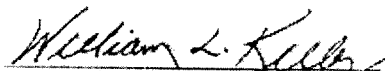


  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2<sup>nd</sup> day of December, 2012



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 03, 2013.

## 1.4 RECEIPT OF ADDENDA

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



# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 1

September 5, 2012

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

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

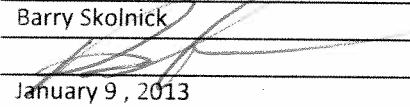
1. Clarification: Replace in its entirety the Collection Services (Service Groups 1 and 2) RFP Sections 1-4 with the attached revised RFP document (this version will be posted on the City's [www.zerowasteoakland.com](http://www.zerowasteoakland.com) webpage)
2. Clarification: Replace the MMO Collection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

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

Sincerely,

  
Susan Kattchee

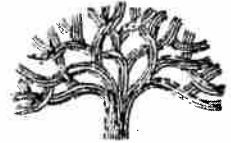
Zero Waste Services RFP Project Manager

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





# CITY OF OAKLAND



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 28, 2012**

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

---

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

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



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

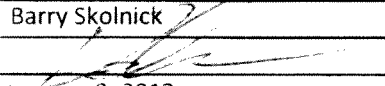
Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

---

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

---



# 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. 3**

**October 4, 2012**

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

---

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

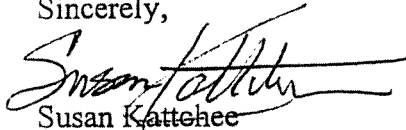
1. Addition: The attached City Response to Questions Received from Collection Services RFP Eligible Proposers is added to the RFP.
2. Addition: Add to the Collection Services RFP:
  - Attachment 3 (City Facilities with Service Levels), as referenced in the City response to Question #11 in the attached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



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

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

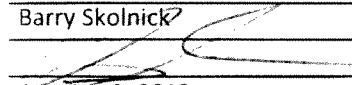
Sincerely,



Susan Kattohee

Zero Waste Services RFP Project Manager

---

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

---



# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 4

October 10, 2012

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

---

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

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

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

Sincerely,

Susan Kattchee

Zero Waste Services RFP Project Manager

---

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

---



# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## **ADDENDUM NO. 5**

**October 15, 2012**

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

**To: All Eligible Proposers**

---

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

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

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

Sincerely,

Susan Mattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 5	DATED: 10-15-12
COMPANY / AGENCY NAME:	Waste Management of Alameda Co, Inc
COMPANY ADDRESS:	172-95th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Stolnick
SIGNATURE:	
DATE:	1/9/2013

---





# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 6

October 17, 2012

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

---

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

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

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

Sincerely,

Susan Kattgnee

Zero Waste Services RFP Project Manager

---

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

---



# 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

October 23, 2012

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

---

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Kattichee".

Susan Kattichee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 7	DATED: 10-23-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	A handwritten signature in black ink, appearing to read "Barry Skolnick".
DATE:	January 9, 2013

---



# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## ADDENDUM NO. 8

October 26, 2012

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

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

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

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

Sincerely,

Susan Kattsheer

Zero Waste Services RFP Project Manager

ADDENDUM NO. 8	DATED: 10-26-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013



# CITY OF OAKLAND



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. 9

October 30, 2012

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

---

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

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

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

Sincerely,

Susan Kattchee

Zero Waste Services RFP Project Manager

---

ADDENDUM NO. 9	DATED: 10-30-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

---



# CITY OF OAKLAND



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. 10**

**November 7, 2012**

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

**To: All Eligible Proposers**

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Kattchee".

Susan Kattchee

Zero Waste Services RFP Project Manager



ADDENDUM NO. 10  
COMPANY / AGENCY NAME:  
COMPANY ADDRESS:  
REPRESENTATIVE'S NAME:  
SIGNATURE:  
DATE:

DATED: 11-7-12

Waste Management of Alameda County, Inc.

172 98th Avenue, Oakland, CA 94603

Barry Skolnick

January 9, 2013



# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

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

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

---

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

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



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

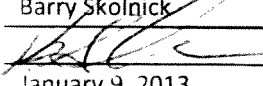
All proposers are required to note this Addendum No. 11, and sign this Addendum No. 11 and submit it with their proposal.

Sincerely,



Susan Katchee

Zero Waste Services RFP Project Manager

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





# CITY OF OAKLAND



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

Public Works Agency  
Environmental Services Division

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

## **ADDENDUM NO. 12** **December 17, 2012**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

CITY OF OAKLAND

[CONTRACTOR COMPANY]

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

CITY OF OAKLAND [CONTRACTOR COMPANY]

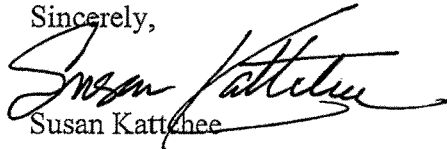
30.02.4 During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle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

Please note that the sole difference between the dispute resolution sections in the MM&O and RR Contracts is that MM&O Contract Section 30.02.3.1 specifies that valuation items in Section 7.13 and its subsections are not subject to and are excluded from, mandatory binding arbitration requirements in this Contract.



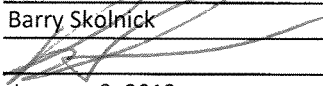
All proposers are required to note this Addendum No. 12, and sign this Addendum No. 12 and submit it with their proposal.

Sincerely,



Susan Kattchee

Zero Waste Services RFP Project Manager

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



