

## **Proposed Zero Waste RFP Motion from Vice Mayor Nadel and Councilmembers Schaaf & Kaplan**

*We move the City of Oakland issue the initial Zero Waste RFP, which, in addition to previously adopted provisions, shall include the following Economic Benefit Provisions. Provisions mirror staff recommendations in the June 12, 2012 Supplemental Report, Attachments A & B, unless underlined:*

20. Lien process; require proposals to include two options for addressing the impact of the delinquent bill payment rate on the cost of service: the alternate lien process and no lien process, as described in the April 24, 2012 Public Works Committee Report;
21. Equal Benefits, Living Wage and Campaign Contributions; include these City polices in the contracts, as they are included in the existing contracts;
22. Ban the Box; require contractors to remove on the initial job application, the requirement to disclose felony history as long as it complies with governing laws;
23. Competitive Wages and Benefits defined as wages and benefits equivalent to or better than collectively bargained contracts in use in Alameda, Contra Costa, San Francisco, Santa Clara, and San Mateo Counties, will be required of proposers of the Garbage and Organics and Residential Recycling Contracts; and
24. Maximization of Local Business Presence and Participation, including participation by local non-profits and public agencies, for the Garbage and Organics and Residential Recycling Contracts by providing up to three (3) ~~two (2)~~ preference points in half-point increments beyond the 100 points established for proposal evaluation based on the economic value to Oakland of their existing and proposed operations in Oakland, with only the most valuable proposal eligible for the full three (3) ~~two (2)~~ points; and
25. Local Hire will be required such that 50% of all new hires must be Oakland residents for the Garbage and Organics and Residential Recycling Contracts and award up to one (1) local hire preference points in half point increments beyond the 100 points established for the proposal evaluation for commitment to train and hire local disadvantaged workers, and award up to two (2) local hire preference points in half point increments for commitment to maintain a certain total percent of FTEs (full time equivalent positions) who are Oakland residents, in their workforce, including management positions, on a year-by-year basis with initial points taking into consideration the number of FTEs, in addition to percent of workforce; and
26. Employment Preference shall be offered for the qualified displaced employees of the current solid waste franchise and residential recycling contractor by the Garbage and Organics and Residential Recycling Franchisees. The employees, for at least 90 days, shall not be discharged except for cause; and
27. In-County Landfill bonus points, up to two points, may be awarded for Landfill Disposal proposals including in-county landfills; and

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28. Labor Peace, proposers will be required to submit plans for labor disputes or unrest during the franchise term, and

29. The City will require that proposers for the Garbage and Organics Franchise be required to submit proposals that include a customer service call center located in Alameda County. Proposers may also submit proposals that include a customer service call center outside of Alameda County and indicate the cost differential, if any, and be it

30. The City seeks proposals for the Zero Waste Services from all qualified firms to establish competition to avoid significant additional costs to City rate payers.

31. The RFP will require proposers for the Garbage and Organics Contracts Franchise to submit proposals that include within the rate structure for Multi-Family Dwellings a third “green” container at no additional charge whenever the property owner requests it. Proposers may also submit proposals that include a third “green” container option for Multi-Family Dwellings at a clearly identified additional charge, if any, and

32. The RFP and contracts shall include terminology sufficient to ensure compliance with the payment provisions and the economic benefits required by the RFP, in addition to those that are stated in the proposals submitted by the selected Garbage and Organics and Residential Recycling proposers. Enforcement mechanisms will include use of liquidated damages, access to the financial securities posted, and ultimately the potential of early termination. The RFP shall make clear that the failure to maintain compliance with the forgoing provisions may also result in the City denying an extension of the Franchise in contract year ten. These enforcement remedies may be cumulative.