



City of Oakland, Zero Waste Services

Disposal Services
Service Group 3

09 January 2013



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

Presented by Waste Management of Alameda County, Inc
172 98th 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 disposal services for the City.

On the cover:

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

Rosemary Smith is a WMAC Payment Coordinator, Oakland resident, part-time student at Peralta Colleges & mother of seven.



“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.

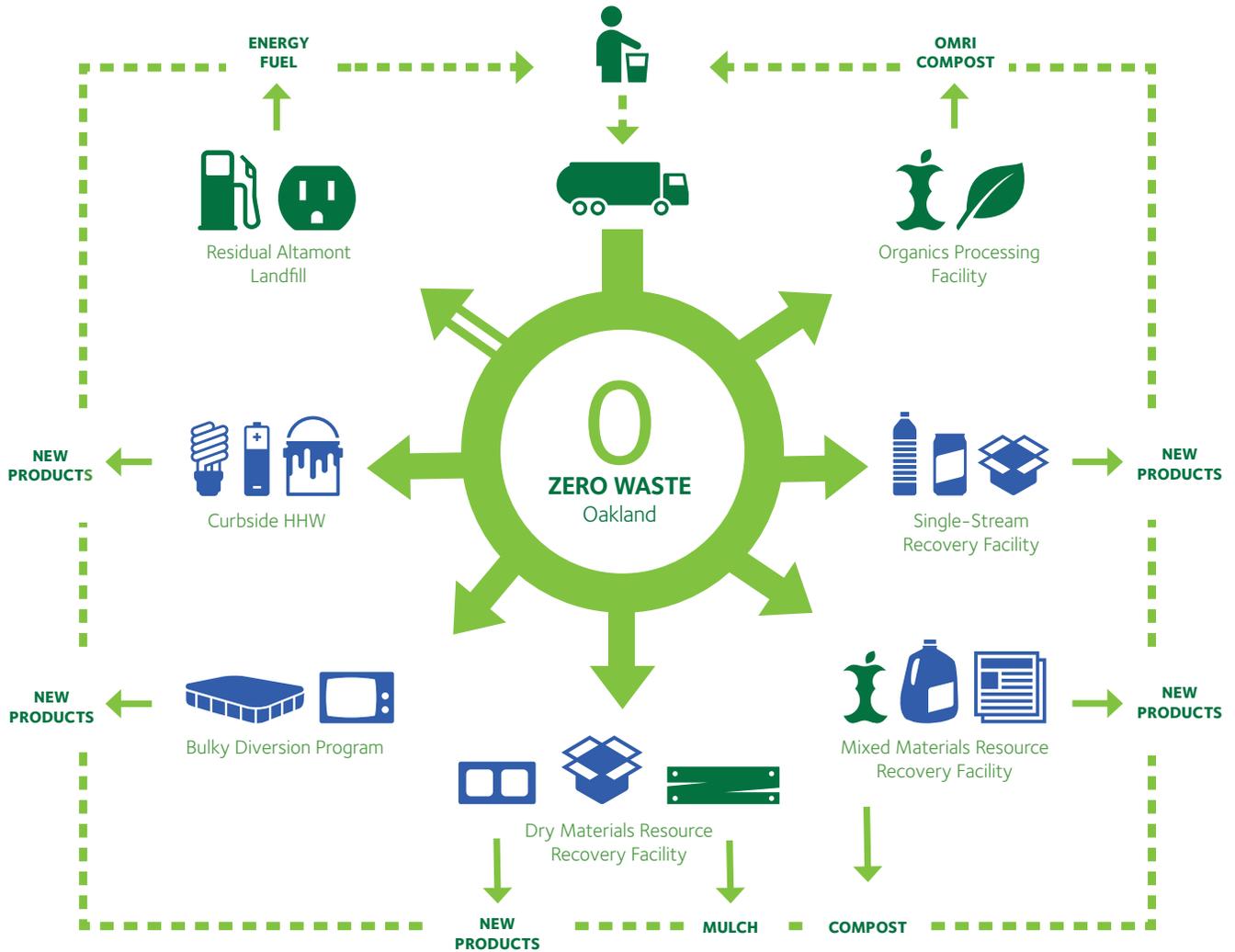


CITY OF OAKLAND, ZERO WASTE SERVICES

SERVICE GROUP 3: DISPOSAL SERVICES

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 98th 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



Think Green,
Think Clean.
We run on clean burning natural gas.

WASTE MANAGEMENT

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, TABLE OF CONTENTS & 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, Disposal Services - Service Group 3

Waste Management of Alameda County, Inc. (WMAC) aka Altamont Landfill and Resource Recovery Facility (the Altamont aka the Altamont Landfill) fka Oakland Scavenger Company, its predecessor, a wholly owned subsidiary of WM Holdings, Inc. (Waste Management), is pleased to provide our complete submittal in response to the Service Group 3 Disposal RFP issued by the City of Oakland, California.

WMAC proposes to execute the Disposal scope of services with the nation’s most innovative residual disposal options at our own Altamont Landfill Resource and Recovery Center.

A World-Renowned Facility Located Right in Alameda County

The Altamont Landfill, recognized as one of the most progressive landfills in the world, is located in Alameda County and meets Oakland’s preference for in-county disposal. In fact, delegates, government representatives and city officials from Asia, Africa, Europe, South America and North America continue to tour the Altamont Landfill to learn and understand our technology and to see and experience our innovation. With the Altamont’s recent approved expansion, WMAC guarantees the City disposal capacity at our industry-leading facility for 30 years, beginning July 1, 2015.

An Economic Advantage for Oakland

Since its opening in 1980, the Altamont has invested \$200M in landfill construction and infrastructure, hired and retained numerous local grading and construction companies, employed in excess of 500 men and women over the past 30 years, and returned to Alameda County:

- \$40M in disposal fees and taxes
- \$15M in property taxes
- \$10M in Open Space Fees for the purchase of conservation property along the 580 corridor in South Alameda County

The Altamont Landfill has been an integral part of Oakland and Alameda County’s economic and environmental development.

Financial Peace of Mind and a Disposal Guarantee

The Altamont provides unparalleled disposal security and financial assurance for the City of Oakland. First, the Altamont Landfill has continuously operated and accepted Oakland’s waste, without disruption, since the facility opened in 1980. Additionally, our network of transfer stations and Bay Area landfills, including Redwood Landfill, Guadalupe Landfill and Kirby Landfill, provide exceptional back-up protection in the event of unlikely disruption or catastrophic natural disaster. Just as important, disposal fees, taxes, and other revenue payments to the City, Alameda County, the Alameda County Joint Powers Authority, StopWaste.Org, and other agencies have been prompt and uninterrupted.

Unparalleled Safety and Environmental Performance

The Altamont's environmental compliance record, onsite mitigation initiatives and state-of-the-art innovation and technology are recognized as best-in-class within our industry. With its weekly Local Enforcement Agency (LEA) inspections, continuous community monitoring, Environmental Protection Agency (EPA), Air Board and Water Board quarterly inspections, the Altamont landfill is one of the most regulated Subtitle D disposal facilities in the United States. Our onsite mitigation efforts include:

- a. Traffic: Four truck scales and Drop and Hook reduce truck hours, fuel consumption and idle times, also reduces emissions
- b. Three miles of safe, two-lane paved haul road from the entrance to the workface to minimize dust and emissions
- c. Conversion of WMAC-owned truck tippers to compressed natural gas
- d. Employment of WMAC's "wheels-up" industry-leading waste placement best practices, ensures the highest density and most efficient use of landfill capacity
- e. Employment of Carlson GPS mapping system of landfill for greatest utilization of and yellow iron movement, saving fuel and emissions
- f. Operational Excellence beyond Compliance techniques, re-mining efforts are an efficient series of steps to capture the most landfill gas to energy potential, using state-of-the-art 3D wellfield design and installation of collections trenches, wells, and recycled tire shreds to build collection zones. All are beyond compliance and allow maximum recovery.
- g. Two truck wash bays on the outbound lanes with plans for another two in order to ensure movement of sediments onto highways is minimized or eliminated
- h. 1,000 acre conservation easement and wildlife habitat

An Investment in Oakland's Zero Waste and Sustainability Goals

WMAC has invested and continues to invest in recycling and recovery infrastructure within all of our Bay Area facilities. These investments at the Altamont include:

- A CNG fueling station next to our Waste Management-Linde LFG (landfill gas) to liquefied natural gas (LNG) facility
- Full compliance and cooperation with Alameda County diversion initiatives
- Planned in 2013--CNG tippers fueled by our Altamont LFG
- Final phases of permitting Covered Aerated Static Pile (CASP) composting in early 2014
- WM EarthCare™ landscape center for compost and mulch sales since 2011
- Landfill mining of recyclable materials

The Altamont Landfill also has the lowest carbon footprint and greenhouse gas (GHG) emissions of any qualified facility submitting a response to this RFP. Just as important, the California Environmental Quality Act (CEQA) requirements have been completed, environmental impacts have been studied, and the Altamont is permitted to accept waste from Oakland immediately. With our recent approved expansion and development of on-site recycling and diversion infrastructure, WMAC will invest in excess of \$50M over the next five years, resulting in new economic activity for local construction companies.

The Best-Fit Disposal Option for Oakland

For more than 32 years, the Altamont Landfill has provided Oakland an uninterrupted, seamless, and safe disposal solution for the City's waste while implementing diversion initiatives for Oakland citizens within the Altamont and other Bay Area locations. WMAC is excited for the opportunity to continue this

journey for the next 30 years and—throughout this proposal—has laid out strategies for how to improve and build upon this successful partnership. In accordance with the requirements of RFP section 4.23.1.1, “Cover Letter,” WMAC respectfully submits the following:

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 98th Avenue | Oakland, CA 94603
 510 613 2112

Altamont Provides

- Fully-permitted, 30-year capacity
- Aggressive LFG recovery system—two plants producing 8 MW of electricity
- LFG to LNG production facility
- Compressed Natural Gas fueling station
- In-county composting infrastructure
- Wind power farm that produces 20MW of electricity

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

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

Waste Management of Alameda County, Inc. is the organization submitting the proposal in response to City of Oakland, Zero Waste Services Service Group 3: Disposal Services. WMAC and our predecessor, Oakland Scavenger, has operated in Oakland since 1909 and has continuously provided the City of Oakland with waste, recycling and disposal services for the past 113 years. In 1926, Oakland Scavenger became a California corporation and has continuously operated through its stock purchase acquisition by Waste Management of Alameda County, Inc. in 1985. Waste Management of Alameda County, Inc., a California Corporation, is in good standing. In the late 1930s, Oakland Scavenger sited and operated the Oyster Bay landfill, located at Davis Street in San Leandro, for the City of Oakland and Alameda County. With the closing of Oyster Bay Landfill, Oakland Scavenger sited and developed the Altamont Landfill in 1980 to provide continuous waste disposal for the City of Oakland and Alameda County.

Entity Signing Contract

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

Proposer has Examined, Understood, and Agreed to All Requirements

Waste Management of Alameda County, Inc. has carefully examined, understands, and agrees to providing the scope of the RFP and will meet the requirements of the Disposal Services contract without reservation, unless we have specifically requested clarification on singular points in this response in Appendix A, Exceptions or Alternatives.

Receipt of Addenda

Waste Management of Alameda County, Inc. has received:

Release Date	Document
August 3, 2012	Landfill Disposal Services portion of the Zero Waste RFP, which includes the Disposal Services Contract at a mandatory meeting
August 13, 2012	Addendum #1 to the Disposal Services
August 17, 2012	(WMAC submitted qualifying disposal Site Information)
September 4, 2012	Addendum #2 to the Disposal Services portion of the Zero Waste RFP, revising Disposal Services Form 5 and adding Disposal Services Form 14

Release Date	Document
September 21, 2012	Addendum #3 to the Disposal Services portion of the Zero Waste RFP and Addendum #3 Responses to Questions Received from Eligible Proposers, including: Disposal Services RFP Form 1, Form 2, Form 5, Form 11, Form 14, Disposal Services Contract Exhibit 1 and Disposal Services Contract RFP Attachment 1D.
September 28, 2012	Addendum #4 to the Disposal Services portion of the Zero Waste RFP, and Addendum #4 Responses to Questions Received from Eligible Proposers.
October 29, 2012	Addendum #5 to the Disposal Services portion of the Zero Waste RFP, with Addendum #5 Responses to Questions Received from Eligible Proposers
November 16, 2012	Addendum #6 to Disposal Services portion of the Zero Waste RFP, including redline of RFP and corrected forms
December 17, 2012	Addendum #7 to Disposal Services portion of the Zero Waste RFP, including Article 32, Dispute Resolution

Waste Management of Alameda County, Inc. warrants the requirements of the Disposal Services 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.

Reimbursement for Cost of Procurement

Within 30 days of award and execution of the Disposal Services Contract to WMAC, Waste Management of Alameda County, Inc. will reimburse the City in the amount of two hundred and fifty thousand dollars (\$250,000) to cover the cost of this procurement. It is understood that failure to do so will result in disqualification.

Validity of Proposal Contents

Waste Management of Alameda County, Inc. represents all information contained in this proposal is factual and accurate to the best of our knowledge. The attached response to the RFP follows the guidelines of the City's request. WMAC warrants the enclosed proposal will remain in effect through June 30, 2016, including the Disposal Tipping Fee, unless a mutually agreed upon extension is enacted.

WMAC looks forward to the City's response and to building upon our past success. In the attached proposal, we have presented response that we feel exceeds Oakland's goals and addresses the City's concerns and objectives. Please do not hesitate to contact me if you have any questions regarding this proposal.

Sincerely,



Barry Skolnick
Area Vice President

1.2 PROPOSAL SURETY

In order to propose on Service Group 3 - Disposal Services proposers must submit a One Hundred Thousand Dollar (\$100,000) proposal surety in accordance with Section 4.15 of this RFP.

On the following pages, please find WMAC's proposal surety, provided in accordance with the RFP requirements.



Aon Risk Services Southwest, Inc.
5555 San Felipe, Suite 1500
Houston, TX 77056

Memorandum

DATE: October 12, 2012

TO: **Dave Horn**
Waste Management of Alameda County, Inc.
172 98th Avenue
Oakland, CA 94603

FROM: **Jennifer Copeland, Aon Risk Services Southwest, Inc.**

RE: City of Oakland (3 bid bonds/consents of surety)
Bid Date: 12th day of December, 2012

Dave:

Enclosed are the Bid Bonds and Consents of Surety recently requested by your business unit. Please submit the enclosed originals to the Obligee in your bid package and keep a copy for your files.

As part of WM's relationship with the surety, we have assured them that we will provide the bid results once published. Therefore, please inform your Corporate office whether your business unit is awarded the bid or not.

If you have any questions or need further assistance, please contact the Financial Assurance department at your Corporate office; contact information is:

- Gineth Mata 713-394-2317
- Ruby Lopez 713-512-6537
- Laura Sudduth 713-512-6536

Good luck with your bid!

enclosures

cc: Donna Meals – Director, Financial Assurance – WM Corporate

DISPOSAL SERVICES FORM 3
PROPOSAL BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Waste Management of Alameda County, Inc.

Federal 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 Indiana, 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 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 12th day of December, 2012.

Waste Management of Alameda County, Inc.

By: Stephanie Wiggins

Stephanie Wiggins, Attorney-in-Fact
Federal Insurance Company

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

By Lupe Tyler,

Attorney-in-Fact

DISPOSAL SERVICES FORM 3
PROPOSAL BOND FORM

ACKNOWLEDGMENT

TEXAS

State of ~~California~~ California, County of HARRIS
Jennifer Sue Copeland

Lupe Tyler, Attorney-in-Fact

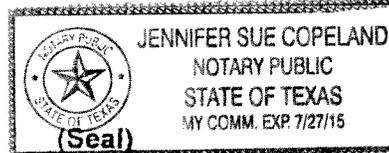
On 12/12/12 before me, Jennifer Sue Copeland (Insert name and title of the officer) personally appeared, Lupe Tyler who proved to on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same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

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

WITNESS my hand and official seal.

Signature

Jennifer Sue Copeland



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

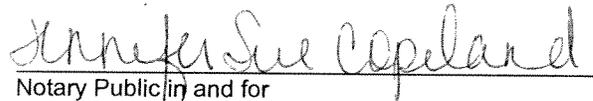
State of TEXAS;

County of HARRIS;

On this 12th 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.

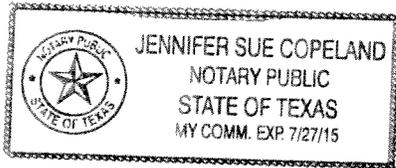
Given under my hand and seal of office this 12th day of December, 2012.

SEAL



Notary Public *in* and for
The State of TEXAS

My Commission expires: 07/27/2015





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Margaret Buboltz, U. Theresa Gardner, Michael J. Herrod, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas-----

such as their true and lawful Attorney-in-Fact to execute (under such designation in their names and to affix their corporate seals to) and deliver for and on their behalf as surety hereon or otherwise bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of September, 2012.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss

On this 1st day of September, 2012 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereon; that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies, and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in dependent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar, Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY the Companies, do hereby certify that

- the foregoing extract of the By-Laws of the Companies is true and correct;
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department further Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, New Jersey this 12th day of December, 2012



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POWER OF ATTORNEY

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

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

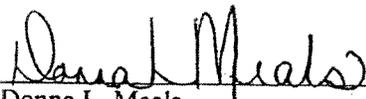
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

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

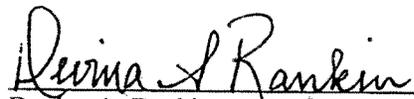
IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 12th day of December, 2012.

Witness:

Waste Management, Inc.



Donna L. Meals
Director, Financial Assurance



Devina A. Rankin
Vice President and Treasurer

1.3 PERFORMANCE SECURITY COMMITMENT LETTER

In order to propose on Service Group 3 - Disposal Services, proposers must submit a Five Million Dollar (\$5,000,000) Performance Bond Commitment Letter or a letter stating that the proposer will provide a Letter of Credit in accordance with the requirements of Section 8.03 of the Disposal Services Contract.

On the following pages, please find WMAC's letter of surety, provided in accordance with Section 8.03 of the Disposal Services Contract.



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road
Warren, NJ 07059

December 12, 2012

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

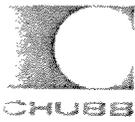
Principal: Waste Management of Alameda County, Inc.
Bid Date: December 12, 2012
Description: Disposal Services

Dear Sir/Madam:

We, Federal 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,
Federal Insurance Company


Lupe Tyler
Attorney-in-Fact



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Margaret Buboltz, U. Theresa Gardner, Michael J. Herrod, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety hereon or otherwise bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments attending or attending the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of September, 2012.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

On this 1st day of September, 2012 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies, and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in dependent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar, Notary Public

CERTIFICATION

Excerpt from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY the Companies, do hereby certify that

- the foregoing extract of the By-Laws of the Companies is true and correct;
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department (former Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands) and Federal licensed in Greenland, Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 12th day of December, 2012



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com

1.4 RECEIPT OF SIGNED ADDENDA

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

On the following pages, please find signed copies of Addenda 1 through 7.

CITY OF OAKLAND



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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 17, 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 ~~15~~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

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.

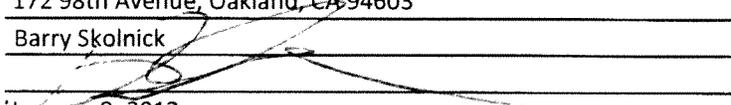
All proposers are required to note this Addendum No. 1, and sign this Addendum No. 1 and submit it with their proposal.

Sincerely,



Susan Katchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 1	DATED: 8-13-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013



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Public Works Agency
Environmental Services Division

FAX (510) 238-7286
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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 Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 2	DATED: 9-4-12
COMPANY / AGENCY NAME:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skólnick
SIGNATURE:	
DATE:	January 9, 2013



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



CITY OF OAKLAND



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Environmental Services Division

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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,

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

Susan Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 4 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



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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 Kattchee

Zero Waste Services RFP Project Manager

ADDENDUM NO. 5 DATED: 10-29-12

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

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

REPRESENTATIVE'S NAME: Barry Skolnick

SIGNATURE:

DATE: January 9, 2013



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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,

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

Susan Kattchee
Zero Waste Services RFP Project Manager



ADDENDUM NO. 6 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, Area Vice President
SIGNATURE: _____
DATE: 01/09/2013



CITY OF OAKLAND



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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]

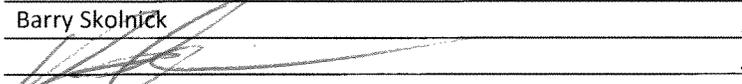
32.02.4 During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle 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:	Waste Management of Alameda County, Inc.
COMPANY ADDRESS:	172 98th Avenue, Oakland, CA 94603
REPRESENTATIVE'S NAME:	Barry Skolnick
SIGNATURE:	
DATE:	January 9, 2013

