

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	24-1414
Introduction Date	6-12-2024
Enactment Number	24-1205
Enactment Date	6/12/2024 CJH



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Roland Broach, Executive Director, Custodial & Grounds  
Preston Thomas, Chief Systems & Services Officer Facilities Planning & Management

**Meeting Date** June 12, 2024

**Subject** Second Amendment, General Services Agreement with Waste Management of Alameda County, Inc.

**Ask of the Board** Approval by the Board of Education of Second Amendment (2 of 2 one year options), General Services Agreement by and between the District and Waste Management of Alameda County, Inc. Oakland, CA, for the latter to provide continued removal of waste, compost, and recycling services for the District’s Custodial & Grounds Project, in an additional amount of \$3,650,000.00, (2024-2025), increasing the Agreement’s not-to-exceed amount for basic services from \$13,400,000.00 to \$17,050,000.00 ((2020-2025), and extending the term of the Agreement from July 1, 2020, through June 30, 2024 to June 30, 2025, (an additional 365 days). All other terms and condition of the Agreement remain in full force and effect.

**Background** This is the Waste Management contract for the entire District. It allows for the removal of waste, compost, and recycling. In 2019 the District put out an RFP for the contract. The Three-year contract allowed for two (2) one-year contract extensions. This is for the second extension.

**Discussion** The original three-year Agreement (2020-2023) with Waste Management was bid awarded at \$9,750,000.00, with two one-year renewal options, upon mutual agreement of the Parties. In 2023-2024 the option I renewal for one year was for \$3,650,000.00 and the proposed 2024-2025 second year option II renewal for one year is for \$3,650,000.00, not to exceed a cumulative total of \$17,050,000.00 for five years. For year 2025-2026 waste management services will be bided, again.

**Fiscal Impact** Fund 01 General Fund

**Attachment(s)** Amendment No. 2, including Exhibits  
Routing Form  
File IDs 23-1407 and 20-1383

**SECOND AMENDMENT TO  
OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

This SECOND AMENDMENT TO GENERAL SERVICES AGREEMENT (the “Amendment”) is made and entered into effective July 1, 2024 (the “Second Amendment Date”), by and between the Oakland Unified School District (“District”) and Waste Management of Alameda County, Inc. (“Contractor”).

District and Contractor are referred to herein, individually, as a “Party” and jointly as the “Parties”.

**RECITALS**

A. District and Contractor entered into a General Services Agreement (the “Agreement”), with an effective date of July 1, 2020, under which Contractor provides certain solid waste handling services, recycling services, composting services, and the preparation and implementation of a comprehensive solid waste management program.

B. The first extension term of the Agreement is scheduled to expire June 30, 2024, though the District and Contractor have the right to extend the Agreement for an additional one-year term; and

C. District and Contractor desire to exercise their right to extend the term of the Agreement, and also make certain amendments to the Agreement, as provided in this Amendment.

D. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to the following:

- 1) Extension of Term. Pursuant to Section 3 of the Agreement, the Parties exercise their second option to extend the term to June 30, 2025.
- 2) Payment of Fees for Services. In Section 5 of the Agreement, “\$3,650,000.00” is replaced by “3,650,000.00”.
- 3) Exhibit B. The Contractor rates set forth in Exhibit B are replaced by the Exhibit B attached hereto.
- 4) Conflict/Order of Precedence. The Agreement and this Second Amendment are intended to be complementary such that what is set forth in one document is as binding as if set forth in

each document. However, in the event of a conflict, discrepancy, error, or inconsistency that cannot be reconciled this Second Amendment shall prevail.

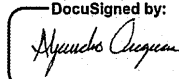
- 5) Entire Agreement. This Second Amendment, together with the Agreement (as amended), constitutes the entire agreement between Contractor and District regarding the subject matter contained herein and supersedes an and all prior and/or contemporaneous oral or written negotiations, agreements or understandings.
- 6) Headings. The paragraph headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.
- 7) Ratification; Effect. Except as specifically amended hereby, all of the terms and conditions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed. No provision of this Second Amendment shall have any retroactive effect prior to the Second Amendment Date.
- 8) Amendments. No amendment, modification, termination or waiver of any provision of this Second Amendment shall be binding or effective unless in writing and duly executed by both District and Contractor.
- 9) Successors and Assigns. This Second Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- 10) Governing Law. This Second Amendment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
- 11) Counterparts. This Second Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

[signature page follows]

DISTRICT:  
OAKLAND UNIFIED SCHOOL  
OF DISTRICT  
INC.

CONTRACTOR:  
WASTE MANAGEMENT  
ALAMEDA COUNTY,

DocuSigned by:



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Alex Oseguera, President

\_\_\_\_\_

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6/13/2024

Benjamin Davis, President  
Board of Education

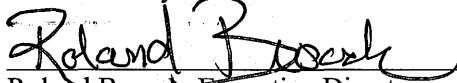
Date



6/13/2024

Kyla Johnson-Trammell, Superintendent  
and Secretary Board of Education

Date



5-17-24

Roland Broach, Executive Director  
Custodial and Grounds

Date

Approved as to form by OUSD Legal Department

Name: Jenine Lindsey

Signature: 

Date: 5/15/24



## Oakland Unified School District

### Appendix B Including Additional Bin Rates Year 5      6.00%      % Rate Adjustment

MSW Rates: Rates Effective 7/1/24					
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week
	1	2	3	4	5
<b>Cart Services</b>					
64 - Gallon	\$68.88	\$137.76	\$206.64	\$275.52	\$344.40
Additional 64 gal	\$64.06	\$128.12	\$192.18	\$256.23	\$320.29
96 - Gallon	\$68.88	\$137.76	\$206.64	\$275.52	\$344.40
Additional 96 gal	\$64.06	\$128.12	\$192.18	\$256.23	\$320.29
<b>Bin Services</b>					
1 - Yard	\$137.78	\$275.56	\$413.34	\$551.12	\$688.90
Additional 1 yd	\$128.14	\$256.27	\$384.41	\$512.54	\$640.68
1.5 - Yard	\$206.68	\$413.36	\$620.04	\$826.72	\$1,033.40
Additional 1.5 yd	\$192.21	\$384.42	\$576.64	\$768.85	\$961.06
2 - Yard	\$275.57	\$551.14	\$826.71	\$1,102.28	\$1,377.85
Additional 2 yd	\$256.28	\$512.56	\$768.84	\$1,025.12	\$1,281.40
3 - Yard	\$413.35	\$826.70	\$1,240.05	\$1,653.40	\$2,066.75
Additional 3 yd	\$384.42	\$768.83	\$1,153.25	\$1,537.66	\$1,922.08
4 - Yard	\$551.13	\$1,102.26	\$1,653.39	\$2,204.52	\$2,755.65
Additional 4 yd	\$512.55	\$1,025.10	\$1,537.65	\$2,050.20	\$2,562.75
6 - Yard	\$826.69	\$1,653.38	\$2,480.07	\$3,306.76	\$4,133.45
Additional 6 yd	\$768.82	\$1,537.64	\$2,306.47	\$3,075.29	\$3,844.11
7 - Yard	\$964.47	\$1,928.94	\$2,893.41	\$3,857.88	\$4,822.35
Additional 7 yd	\$896.96	\$1,793.91	\$2,690.87	\$3,587.83	\$4,484.79

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days/Week Svc)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$536.85	\$2,324.56	\$6,973.68
20 - Yard Open Top	\$766.00	\$3,316.78	\$9,950.34
30 - Yard Open Top	\$1,150.22	\$4,980.45	\$14,941.36
20 - Yard Compactor	\$1,533.26	\$6,639.02	\$19,917.05
<b>Ancillary Services</b>			
Delivery	\$107.92		
Relocate	\$160.99		
Flashers	\$53.86		

## Oakland Unified School District

**Appendix B Including Additional Bin Rates**  
**Year 5      6.00%      % Rate Adjustment**

ORGANICS Rates: Effective 7/1/24					
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week
	1	2	3	4	5
<b>Cart Services</b>					
64 - Gallon	\$68.88	\$137.76	\$206.64	\$275.52	\$344.40
Additional 64 gal	\$64.06	\$128.12	\$192.18	\$256.23	\$320.29
96 - Gallon	\$68.88	\$137.76	\$206.64	\$275.52	\$344.40
Additional 96 gal	\$64.06	\$128.12	\$192.18	\$256.23	\$320.29
<b>Bin Services</b>					
1 - Yard	\$137.78	\$275.56	\$413.34	\$551.12	\$688.90
Additional 1 yd	\$128.14	\$256.27	\$384.41	\$512.54	\$640.68
1.5 - Yard	\$206.68	\$413.36	\$620.04	\$826.72	\$1,033.40
Additional 1.5 yd	\$192.21	\$384.42	\$576.64	\$768.85	\$961.06
2 - Yard	\$275.57	\$551.14	\$826.71	\$1,102.28	\$1,377.85
Additional 2 yd	\$256.28	\$512.56	\$768.84	\$1,025.12	\$1,281.40
3 - Yard	\$413.35	\$826.70	\$1,240.05	\$1,653.40	\$2,066.75
Additional 3 yd	\$384.42	\$768.83	\$1,153.25	\$1,537.66	\$1,922.08
4 - Yard	\$551.13	\$1,102.26	\$1,653.39	\$2,204.52	\$2,755.65
Additional 4 yd	\$512.55	\$1,025.10	\$1,537.65	\$2,050.20	\$2,562.75
6 - Yard	\$826.69	\$1,653.38	\$2,480.07	\$3,306.76	\$4,133.45
Additional 6 yd	\$768.82	\$1,537.64	\$2,306.47	\$3,075.29	\$3,844.11
7 - Yard	\$964.47	\$1,928.94	\$2,893.41	\$3,857.88	\$4,822.35
Additional 7 yd	\$896.96	\$1,793.91	\$2,690.87	\$3,587.83	\$4,484.79

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days/Week Svc)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$536.85	\$2,324.56	\$6,973.68
20 - Yard Open Top	\$766.00	\$3,316.78	\$9,950.34
30 - Yard Open Top	\$1,150.22	\$4,980.45	\$14,941.36
<b>Ancillary Services</b>			
Delivery	\$107.92		
Relocate	\$160.99		
Flashers	\$53.86		

## Oakland Unified School District

### Appendix B Including Additional Bin Rates Year 5                      6.00% % Rate Adjustment

RECYCLE Rates: Effective 7/1/24					
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week
	1	2	3	4	5
<b>Cart Services</b>					
64 - Gallon	\$61.99	\$123.98	\$185.98	\$247.97	\$309.96
Additional 64 gal	\$57.65	\$115.31	\$172.96	\$230.61	\$288.26
96 - Gallon	\$61.99	\$123.98	\$185.98	\$247.97	\$309.96
Additional 96 gal	\$57.65	\$115.31	\$172.96	\$230.61	\$288.26
<b>Bin Services</b>					
1 - Yard	\$124.00	\$248.00	\$372.01	\$496.01	\$620.01
Additional 1 yd	\$115.33	\$230.64	\$345.97	\$461.29	\$576.61
1.5 - Yard	\$186.01	\$372.02	\$558.04	\$744.05	\$930.06
Additional 1.5 yd	\$172.99	\$345.98	\$518.98	\$691.97	\$864.95
2 - Yard	\$248.01	\$496.03	\$744.04	\$992.05	\$1,240.07
Additional 2 yd	\$230.65	\$461.30	\$691.96	\$922.61	\$1,153.26
3 - Yard	\$372.02	\$744.03	\$1,116.05	\$1,488.06	\$1,860.08
Additional 3 yd	\$345.98	\$691.95	\$1,037.93	\$1,383.89	\$1,729.87
4 - Yard	\$496.02	\$992.03	\$1,488.05	\$1,984.07	\$2,480.09
Additional 4 yd	\$461.30	\$922.59	\$1,383.89	\$1,845.18	\$2,306.48
6 - Yard	\$744.02	\$1,488.04	\$2,232.06	\$2,976.08	\$3,720.11
Additional 6 yd	\$691.94	\$1,383.88	\$2,075.82	\$2,767.76	\$3,459.70
7 - Yard	\$868.02	\$1,736.05	\$2,604.07	\$3,472.09	\$4,340.12
Additional 7 yd	\$807.26	\$1,614.52	\$2,421.78	\$3,229.05	\$4,036.31

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days/Week Svc)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$483.17	\$2,092.10	\$6,276.31
20 - Yard Open Top	\$689.40	\$2,985.10	\$8,955.31
30 - Yard Open Top	\$1,035.20	\$4,482.41	\$13,447.22
20 - Yard Compactor	\$1,379.93	\$5,975.11	\$17,925.34
<b>Ancillary Services</b>			
Delivery	\$97.13		
Relocate	\$144.89		
Flashers	\$48.47		

## Oakland Unified School District

### Appendix B - Ancillary Services

**6.00% Rate Adjustment - Year 5**

**Effective 7/1/24**

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$148.26	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$115.62	per bin per service
Contamination Carts	Contaminated recycling and organics carts	\$32.82	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$103.34	per occurrence
Lock	Lock sales	\$41.55	per unit
Bin Swap change	After 100th per year	\$105.00	per bin per service
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Overage Carts	Excess material outside of cart	\$100.00	per occurrence
Overage Bins	Excess material outside of bin	\$175.00	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$26.25	\$23.63	\$26.25
96 - Gallon	\$26.25	\$23.63	\$26.25
<b>Bin Services</b>			
1 - Yard	\$52.50	\$47.25	\$52.50
1.5 - Yard	\$76.12	\$68.51	\$76.12
2 - Yard	\$105.01	\$94.51	\$105.01
3 - Yard	\$133.84	\$120.46	\$133.84
4 - Yard	\$210.03	\$189.03	\$210.03
6 - Yard	\$315.04	\$283.54	\$315.04
7 - Yard	\$344.65	\$310.19	\$344.65
Extra /Trip charge on non-service day (To be added to extra pick up)		\$129.96	per trip





**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Custodial & Grounds	<b>Site</b>	989
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

Contractor Name	Waste Management of Alameda Co. Inc.	Agency's Contact	Alex Osegura			
OUSD Vendor ID #	004478	Title	President			
Street Address	172 98 <sup>th</sup> Avenue	City	Oakland	State	CA	Zip 94603
Telephone	510-613-2112	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No			
OUSD Project #	00989					

**Term of Original/Amended Contract**

Date Work Will Begin (i.e., effective date of contract)	7-1-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2025

**Compensation/Revised Compensation**

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 3,650,000.00
Other Expenses		Requisition Number	

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
0000 9000	Fund 01 Gen	010-0000-0-9000-8213-5515-999-9990-9000-0103-99999	5515	\$3,650,000.00

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Custodial &amp; Grounds</b>				
	Signature <i>Roland Broach</i>	Date Approved	5/20/2024		
2.	<b>General Counsel, Facilities</b>				
	Signature <i>Jenine A. Lindsay</i>	Date Approved	05.20.2024		
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	Signature <i>[Signature]</i>	Date Approved	5.20.2024		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			







Board Office Use: Legislative File Info.	
File ID Number	23-1407
Introduction Date	6/21/23
Enactment Number	23-1166
Enactment Date	6/21/2023 os

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Roland Broach, Executive Director, Facilities, Custodial and Grounds

**Meeting Date** June 21, 2023

**Subject** Amendment No. 1 to General Services Agreement with Waste Management of Alameda County, Inc.

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**Ask of the Board**  Approve Amendment to Waste Management Contract Extension] Agreement with Waste Management of Alameda County, Inc.  
 Ratify Amendment to [Type] Agreement with [Vendor]

**Background and Recommendation** This is the Waste Management contract for the entire District; it allows for the removal of waste, compost, and recycling. In 2019 the District put out a RFP for the contract. The three year contract allowed for two (2) one-year contract extensions; this is for the actual extensions.

The original one year allotment to waste management was **3,250,000.00**.

**Term** Start Date: July 1, 2023 End Date: June 30, 2024

**Not-To-Exceed Amount** ***\$3,650,000.00 per year***

**Competitively Bid** Yes, the original contract was competitively bid in 2019 for the 2020 school year; however, this request exercises the option to extend the contract; which is stipulated in the original contract.

**In-Kind Contributions** N/A

**Funding Source(s)** 0000-General Fund

**Attachment(s)**

- Waste Management of Alameda County, Inc. Amendment No. 1
- 20-1383 General Service Agreement – Waste Management of Alameda County, Inc.



**FIRST AMENDMENT TO  
OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This FIRST AMENDMENT TO GENERAL SERVICES AGREEMENT (the “Amendment”) is made and entered into effective July 1, 2023 (the “First Amendment Date”), by and between the Oakland Unified School District (“District”) and Waste Management of Alameda County, Inc. (“Contractor”). District and Contractor are referred to herein, individually, as a “Party” and jointly as the “Parties”.

**RECITALS**

A. District and Contractor entered into a General Services Agreement (the “Agreement”), with an effective date of July 1, 2020, under which Contractor provides certain solid waste handling services, recycling services, composting services, and the preparation and implementation of a comprehensive solid waste management program.

B. The initial term of the Agreement is scheduled to expire June 30, 2023, though the District and Contractor have the right to extend the Agreement for two additional one-year terms; and

C. District and Contractor desire to exercise their right to extend the term of the Agreement, and also make certain amendments to the Agreement, as provided in this Amendment.

D. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to the following:

1) Extension of Term. Pursuant to Section 3 of the Agreement, the Parties exercise their first option to extend the term to June 30, 2024.

2) Payment of Fees for Services. In Section 5 of the Agreement, “\$3,250,000.00” is replaced by “\$3,650,000.00”.

3) Bin Cleaning Service. Section 5.4 of the Agreement is replaced by the following:

“Contractor agrees to perform 100 bin cleanings (or replacements at Contractor’s option) during each July 1 – June 30 period of the Agreement, at no additional cost to the District. Custodial staff will coordinate with Contractor on dates for bin cleaning services needed at any other time or if a specific site(s) requires additional bin services. Contractor may charge District for any bin cleaning services requested beyond the 100 cleaning allotment.”

4) Recycling Educational Tools Fund. Section 5.5 of the Agreement is replaced by the following:

Contractor will pay the District \$50,000 annually during the term of the Agreement, for the District’s purchase of recycling tools to support waste diversion. However, due to an overpayment in 2022, the amount will be \$32,000 for 2023.

- 5) Overage Surcharge. In Section 5.7 of the Agreement, "\$150 per bin" is replaced by "\$175 per bin", and "\$70 per cart" is replaced by "\$100 per cart".
- 6) Bin Swap Charge. Section 5.9 of the Agreement is replaced by the following:

"The District will be subject to a bin swap charge of \$105.00 per bin after July 1, 2023. A bin swap charge will not apply if (i) the bin swap is due to needed container repair, where such damages was not caused by the District, or (ii) the bin swap is due to bin cleaning (see Section 5.4)."
- 7) Recycling Coordinators. In Section 5.13 of the Agreement, change the first sentence to the following:

"Contractor's Recycling Coordinator will spend at least 80 hours per month providing recycling support at the District's schools, which may include site assessments, student and school community education and awareness, staff trainings and bin set ups. The 80 hours per month is based on a 28-day month; for months with additional days, Contractor will spend an additional 2.86 hours per day."
- 8) Exhibit A. The following changes are made to Exhibit A of the Agreement:
  - a) Section 2.3: Contractor will utilize one Recycling Coordinator, not two.
  - b) Section 2.4(A)(b): Source separated food waste may be delivered to and processed at Contractor's OMCF.
  - c) Section 2.4(A)(e): Contractor may charge District for bin cleanings according to the fee in Exhibit B; the 500 no-cost cleanings the initial three-year term is changes to 100 no-cost cleanings per Agreement year, as provided in amended Section 5.4 of the Agreement.
- 9) Exhibit B. The Contractor rates set forth in Exhibit B are replaced by the Exhibit B attached hereto.
- 10) Exhibit C. The following materials shall be deemed "Recyclables", though this is subject to change based on availability of recycling markets: aseptic containers, clamshell containers, yogurt containers, and milk cartons. Poly coated food bowls are allowable for composting.
- 11) Conflict/Order of Precedence. The Agreement and this First Amendment are intended to be complementary such that what is set forth in one document is as binding as if set forth in each document. However, in the event of a conflict, discrepancy, error, or inconsistency that cannot be reconciled this First Amendment shall prevail.
- 12) Entire Agreement. This First Amendment, together with the Agreement, constitutes the entire agreement between Contractor and District regarding the subject matter contained herein and supersedes an and all prior and/or contemporaneous oral or written negotiations, agreements or understandings.
- 13) Headings. The paragraph headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this First Amendment.
- 14) Ratification; Effect. Except as specifically amended hereby, all of the terms and conditions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed. No

provision of this First Amendment shall have any retroactive effect prior to the First Amendment Date.

- 15) Amendments. No amendment, modification, termination or waiver of any provision of this First Amendment shall be binding or effective unless in writing and duly executed by both District and Contractor.
- 16) Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- 17) Governing Law. This First Amendment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
- 18) Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

[signature page follows]

DISTRICT:

OAKLAND UNIFIED SCHOOL  
DISTRICT

CONTRACTOR:

WASTE MANAGEMENT OF  
ALAMEDA COUNTY, INC.

DocuSigned by:

*Barry Skolnick*

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Barry Skolnick, President

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Mike Hutchinson, President, Board of Education



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Kyla Johnson-Trammell, Superintendent and Secretary, BOE

Exhibit B

Oakland Unified School District

Appendix B Including Additional Bin Rates  
Year 4 6.88% % Rate Adjustment

MSW Rates: Rates Effective 7/1/23					
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week
	1	2	3	4	5
<b>Cart Services</b>					
64 - Gallon	\$64.98	\$129.96	\$194.94	\$259.92	\$324.90
Additional 64 gal	\$60.43	\$120.86	\$181.29	\$241.73	\$302.16
96 - Gallon	\$64.98	\$129.96	\$194.94	\$259.92	\$324.90
Additional 96 gal	\$60.43	\$120.86	\$181.29	\$241.73	\$302.16
<b>Bin Services</b>					
	1	2	3	4	5
1 - Yard	\$129.98	\$259.96	\$389.94	\$519.92	\$649.90
Additional 1 yd	\$120.88	\$241.76	\$362.64	\$483.53	\$604.41
1.5 - Yard	\$194.98	\$389.96	\$584.94	\$779.92	\$974.90
Additional 1.5 yd	\$181.33	\$362.66	\$543.99	\$725.33	\$906.66
2 - Yard	\$259.97	\$519.94	\$779.91	\$1,039.88	\$1,299.85
Additional 2 yd	\$241.77	\$483.54	\$725.32	\$967.09	\$1,208.86
3 - Yard	\$389.95	\$779.90	\$1,169.85	\$1,559.80	\$1,949.75
Additional 3 yd	\$362.65	\$725.31	\$1,087.96	\$1,450.61	\$1,813.27
4 - Yard	\$519.93	\$1,039.86	\$1,559.79	\$2,079.72	\$2,599.65
Additional 4 yd	\$483.53	\$967.07	\$1,450.60	\$1,934.14	\$2,417.67
6 - Yard	\$779.90	\$1,559.80	\$2,339.70	\$3,119.60	\$3,899.50
Additional 6 yd	\$725.31	\$1,450.61	\$2,175.92	\$2,901.23	\$3,626.54
7 - Yard	\$909.88	\$1,819.76	\$2,729.64	\$3,639.52	\$4,549.40
Additional 7 yd	\$846.19	\$1,692.38	\$2,538.57	\$3,384.75	\$4,230.94

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days/Week Svc)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$506.46	\$2,192.97	\$6,578.92
20 - Yard Open Top	\$722.64	\$3,129.03	\$9,387.09
30 - Yard Open Top	\$1,085.11	\$4,698.53	\$14,095.58
20 - Yard Compactor	\$1,446.47	\$6,263.22	\$18,789.65
<b>Ancillary Services</b>			
Delivery	\$101.81		
Relocate	\$151.88		
Flashers	\$50.81		

## Oakland Unified School District

Appendix B Including Additional Bin Rates  
 Year 4    6.88%    % Rate Adjustment

ORGANICS Rates: Effective 7/1/23					
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week
	1	2	3	4	5
<b>Cart Services</b>					
64 - Gallon	\$64.98	\$129.96	\$194.94	\$259.92	\$324.90
Additional 64 gal	\$60.43	\$120.86	\$181.29	\$241.73	\$302.16
96 - Gallon	\$64.98	\$129.96	\$194.94	\$259.92	\$324.90
Additional 96 gal	\$60.43	\$120.86	\$181.29	\$241.73	\$302.16
<b>Bin Services</b>					
1 - Yard	\$129.98	\$259.96	\$389.94	\$519.92	\$649.90
Additional 1 yd	\$120.88	\$241.76	\$362.64	\$483.53	\$604.41
1.5 - Yard	\$194.98	\$389.96	\$584.94	\$779.92	\$974.90
Additional 1.5 yd	\$181.33	\$362.66	\$543.99	\$725.33	\$906.66
2 - Yard	\$259.97	\$519.94	\$779.91	\$1,039.88	\$1,299.85
Additional 2 yd	\$241.77	\$483.54	\$725.32	\$967.09	\$1,208.86
3 - Yard	\$389.95	\$779.90	\$1,169.85	\$1,559.80	\$1,949.75
Additional 3 yd	\$362.65	\$725.31	\$1,087.96	\$1,450.61	\$1,813.27
4 - Yard	\$519.93	\$1,039.86	\$1,559.79	\$2,079.72	\$2,599.65
Additional 4 yd	\$483.53	\$967.07	\$1,450.60	\$1,934.14	\$2,417.67
6 - Yard	\$779.90	\$1,559.80	\$2,339.70	\$3,119.60	\$3,899.50
Additional 6 yd	\$725.31	\$1,450.61	\$2,175.92	\$2,901.23	\$3,626.54
7 - Yard	\$909.88	\$1,819.76	\$2,729.64	\$3,639.52	\$4,549.40
Additional 7 yd	\$846.19	\$1,692.38	\$2,538.57	\$3,384.75	\$4,230.94

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days/Week 3vo)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$506.46	\$2,192.97	\$6,578.92
20 - Yard Open Top	\$722.64	\$3,129.03	\$9,387.09
30 - Yard Open Top	\$1,085.11	\$4,698.53	\$14,095.58
<b>Ancillary Services</b>			
Delivery	\$101.81		
Relocate	\$151.88		
Flashers	\$50.81		

## Oakland Unified School District

Appendix B Including Additional Bin Rates  
Year 4                      6.88% % Rate Adjustment

RECYCLE Rates: Effective 7/1/23					
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week
	1	2	3	4	5
<b>Cart Services</b>					
64 - Gallon	\$58.48	\$116.96	\$175.45	\$233.93	\$292.41
Additional 64 gal	\$54.39	\$108.77	\$163.16	\$217.56	\$271.94
96 - Gallon	\$58.48	\$116.96	\$175.45	\$233.93	\$292.41
Additional 96 gal	\$54.39	\$108.77	\$163.16	\$217.56	\$271.94
<b>Bin Services</b>					
1 - Yard	\$116.98	\$233.96	\$350.95	\$467.93	\$584.91
Additional 1 yd	\$108.79	\$217.58	\$326.38	\$435.18	\$543.97
1.5 - Yard	\$175.48	\$350.96	\$526.45	\$701.93	\$877.41
Additional 1.5 yd	\$163.20	\$326.39	\$489.59	\$652.80	\$815.99
2 - Yard	\$233.97	\$467.95	\$701.92	\$935.89	\$1,169.87
Additional 2 yd	\$217.59	\$435.19	\$652.79	\$870.38	\$1,087.97
3 - Yard	\$350.96	\$701.91	\$1,052.87	\$1,403.82	\$1,754.78
Additional 3 yd	\$326.39	\$652.78	\$979.16	\$1,305.55	\$1,631.94
4 - Yard	\$467.94	\$935.87	\$1,403.81	\$1,871.75	\$2,339.69
Additional 4 yd	\$435.18	\$870.36	\$1,305.54	\$1,740.73	\$2,175.90
6 - Yard	\$701.91	\$1,403.82	\$2,105.73	\$2,807.64	\$3,509.55
Additional 6 yd	\$652.78	\$1,305.55	\$1,958.33	\$2,611.11	\$3,263.89
7 - Yard	\$818.89	\$1,637.78	\$2,456.68	\$3,275.57	\$4,094.46
Additional 7 yd	\$761.57	\$1,523.14	\$2,284.71	\$3,046.28	\$3,807.85

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days/Week Svc)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$455.81	\$1,973.67	\$5,921.02
20 - Yard Open Top	\$650.38	\$2,816.13	\$8,448.38
30 - Yard Open Top	\$976.60	\$4,228.67	\$12,686.02
20 - Yard Compactor	\$1,301.82	\$5,636.89	\$16,910.68
<b>Ancillary Services</b>			
Delivery	\$91.63		
Relocate	\$136.69		
Flashers	\$45.73		

## Oakland Unified School District

### Appendix B - Ancillary Services

6.88% Rate Adjustment - Year 4

Effective 7/1/23

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$139.87	per hour
Delivery and Removal	Container placement from or to customer's location	\$109.08	per bin per service
Contamination Carts	Contaminated recycling and organics carts	\$30.96	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$97.49	per occurrence
Lock	Lock sales	\$39.20	per unit
Bin Swap change	After 100th per year	\$105.00	per bin per service
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Overage Carts	Excess material outside of cart	\$100.00	per occurrence
Overage Bins	Excess material outside of bin	\$175.00	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$24.76	\$22.28	\$24.76
96 - Gallon	\$24.76	\$22.28	\$24.76
<b>Bin Services</b>			
1 - Yard	\$49.53	\$44.58	\$49.53
1.5 - Yard	\$71.81	\$64.63	\$71.81
2 - Yard	\$99.07	\$89.16	\$99.07
3 - Yard	\$126.26	\$113.63	\$126.26
4 - Yard	\$198.14	\$178.33	\$198.14
6 - Yard	\$297.21	\$267.49	\$297.21
7 - Yard	\$325.14	\$292.63	\$325.14
Extra /Trip charge on non-service day (To be added to extra pick up)		\$122.60	per trip



**Certificate Of Completion**

Envelope Id: 458B1CC6F71C4D5F991684B7909F6A71	Status: Completed
Subject: Complete with DocuSign: OUSD First amendment (final 5-23-23 w_rates).pdf	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Deana Christy Palmer
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1021 Main St., Suite 435
	Houston, TX 77002
	dchristy@wm.com
	IP Address: 174.208.100.209

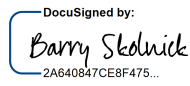
**Record Tracking**

Status: Original	Holder: Deana Christy Palmer	Location: DocuSign
5/25/2023 4:06:10 PM	dchristy@wm.com	

**Signer Events**

Barry Skolnick  
 bskolnic@wm.com  
 president  
 Waste Management  
 Security Level: Email, Account Authentication (Optional)

**Signature**

DocuSigned by:  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 99.112.29.152

**Timestamp**

Sent: 5/25/2023 4:07:21 PM  
 Viewed: 5/25/2023 4:12:18 PM  
 Signed: 5/25/2023 4:12:47 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/25/2023 4:07:21 PM
Certified Delivered	Security Checked	5/25/2023 4:12:18 PM
Signing Complete	Security Checked	5/25/2023 4:12:47 PM
Completed	Security Checked	5/25/2023 4:12:47 PM
Payment Events	Status	Timestamps

Board Office Use: Legislative File Info.	
File ID Number	20-1383
Introduction Date	6-24-2020
Enactment Number	20-0984
Enactment Date	6/24/2020 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management  
Roland Broach, Executive Director, Facilities, Custodial and Grounds

**Board Meeting Date** June 24, 2020

**Subject** General Services Agreement with Waste Management of Alameda County, Inc.

**Action Requested** Approval by the Board of Education of a General Services Agreement between the Oakland Unified School District and Waste Management of Alameda County, Inc. (“Contractor”) for the latter to provide solid waste handling, recycling, and composting services, in an amount not to exceed of \$3,250,000 per year.

**Discussion** Vendor to provide solid waste handling & recycling composting services for the District.

The use of a fair, competitive RFP selection process. (Government Code §5426)

**LBP (Local Business Participation Percentage)** 00.0%

**Recommendation** Approval by the Board of Education of General Services Agreement with Waste Management of Alameda County, Inc., for solid waste handling, recycling, and composting services, in an amount not to exceed of \$3,250,000.00 per year. The term of the Agreement shall commence on July 1, 2020 and shall conclude June 30, 2023 with two options to extend the Agreement.

**Fiscal Impact**

**Attachments**

- General Services Agreement including Exhibits (scope of work and rate sheet)
- Proposal
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every  
Agenda Contract.**

Legislative File ID No. 20- 1383

Department: Custodial Services Department

Vendor Name: Waste Management of Alameda County, Inc.

Project Name: District-Wide

Project No.: 13158

Contract Term: Intended Start: July 1, 2020

Intended End: June 30, 2023

Amended End: \_\_\_\_\_

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$9,750,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy?  Yes (No if Unchecked)

How was this contractor or vendor selected?

RFP was issued January 15, 2020. Waste Management was selected based on their previous and current services for the District.

Summarize the services or supplies this contractor or vendor will be providing.

Waste Management will provide solid waste handling, recycling and composting services for the District.

Was this contract competitively bid?  Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

The use of a fair, competitive RFP selection process. Waste Management was the lowest proposed price, thus demonstrated that their price was fair and reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- The District issued an RFP seeking bids for the subject matter. Waste Management was selected because of their experience with the District and was identified as the most qualified at the most reasonable price.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective July 1, 2020 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and Waste Management of Alameda County, Inc. (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Waste Management of Alameda County, Inc. shall furnish to the District solid waste handling services, recycling services, composting services, preparation and implementation of comprehensive solid waste management program. The Services include all work described in the Request for Qualifications and Proposal for Solid Waste Handling and Recycling and Composting Services attached herein as Exhibit A and the Rate Sheets attached to this Agreement as Exhibit B. Exhibit A and Exhibit B are hereby incorporated by reference. Terms and rates set forth in this Agreement shall supersede Exhibit A in the event of a conflict.

Contractor agrees to provide the Services described in this Agreement by means that are consistent with COVID-19-related local, state, and federal orders. Contractor further agrees to comply with any District issued COVID-19-related health and safety protocols and procedures in effect during the Term of this Agreement, including but not limited to face covering requirements for truck drivers, recycling coordinators, and other representatives present on District property for purposes of providing Services under the terms of this Agreement.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2023 (“Initial Term”), except as otherwise stated in Paragraph 4 below. After the Initial Term, the Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both Parties. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** This Agreement shall begin on July 1, 2020, Contractor shall commence performance of the Services on that date. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency (each a “Default”). Such termination shall be effective immediately upon Contractor’s receipt of the notice, provided the District has given Contractor 10 days’ written notice

of the event of Default and Contractor has failed to cure within such 10 day period.

**5. Payment of Fees for Services.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement, at the rates indicated for multi-bin collection of solid waste, organics and recycling roll off services and other services as more specifically described in Exhibit B, including as applicable, and up to a maximum amount not to exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) annually. If Contractor or District reasonably anticipate that such amount is likely to change due to increased or decreased services requested by the District or price increases permitted by the Agreement, the Parties agree to negotiate adjustments to the annual maximum if necessary when the Agreement is extended past the Initial Term to a fourth or fifth year. District agrees to pay the Fee, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

**5.1 Administrative Fee.** In further consideration for the rights granted to Contractor herein and to offset costs incurred by the District in managing this Agreement, Contractor agrees to pay District an annual Sustainability and Recycling Administration Fee of no less than \$100,000 but up to 6.83% of yearly contract earnings. Administrative fee shall be paid monthly.

**5.2 Recycling Promotion Fee.** Contractor will pay District \$50,000 per year for use by the District to promote recycling. Recycling promotions fee will be paid to the District at the end of each contract year with the first payment due June 2021. No recycling promotion fee shall be paid in the event of school closures, under the Force Majeure provision, lasting more than one month during the regular school year.

**5.3 Annual Fee Adjustment.** All fees established by this Agreement and charged by Contractor shall be increased annually by 3.5% beginning July 1, 2021 and July 1 of each year thereafter. Additionally, Contractor's fees shall be adjusted to the extent the following events increase Contractor's costs: (i) changes in applicable laws, regulations or other legal requirements, (ii) new or increased governmental fees, charges or other amounts, (iii) force majeure events, or (iv) increases in disposal or processing costs.

**5.4 Bin Cleaning Service.** Contractor agrees to perform 500 bin cleanings (or replacements at Contractor's option) during the Initial Term (three year period) at no additional cost to the District. Custodial staff will coordinate with Contractor on dates for bin cleaning services needed at any other time or if a specific site(s) requires additional bin services. Contractor may charge District for any bin cleaning services requested beyond the 500 cleaning allotment.

**5.5 Recycling Educational Tools Fund.** Contractor will allocate \$50,000 annually to the District during the term of the Agreement, for the purchase of recycling tools to support waste diversion that will be available on July 1<sup>st</sup>, the start of the each contract year for the term of this Agreement. OUSD Custodial Services Team will identify the educational tools/supplies needed and Contractor will assist on and make purchases to be delivered to identified District sites. Example educational tools/supplies include classroom recycle collection containers, outdoor collection bins, mealtime sorting signage, student green team supplies, and finished compost for use in school gardens. Alternate but similar tools can be purchased to match the District's needs over the Term of this Agreement. Expenditures will be tracked by Contractor and if the District exceeds \$50,000 in any one contract year (July 1<sup>st</sup>- June 30<sup>th</sup>) the negative balance will be rolled into the following contract year.

5.6 Contamination Program Roll Out. Services will remain consistent until shelter-in-place orders resulting in site closures due to COVID-19 have been lifted and schools are permitted to re-open. Smart Truck data tracking on Recycling and Organic bins will begin one (1) month after schools re-open. Data will not be tracked for organics carts. Data will be provided to the District with timely notifications when events occur and on a monthly basis and will be discussed at monthly meetings. Four (4) months into the 2020-2021 school year, Recycling and Organics bin contamination charges will be assessed as outlined in Exhibit B. When Contractor acquires Smart Truck technology on trucks that service carts, the Contamination Program will be available for organics carts. Contractor reserves the right to refuse to collect bins if there is over 10% contamination, the contamination is considered egregious, could cause damage to Contractor's equipment, or is dangerous for the drivers to service. The specifications for recyclables and organics are set forth in Exhibit C. Recyclables containers will be considered contaminated if there is more than 10% non-recyclables included in the container. Organics containers will be considered contaminated if there is more than 3% non-organics included in the container. Determination of contamination may be by visual or digital inspection. From July 1, 2020 through June 30, 2021, Contractor consents to hauling cartons and aseptic containers placed in District recycling bins and agrees that these materials do not constitute contamination. As memorialized in Exhibit D, Parties agree to meet and confer regarding the continuation of this consent during the remaining Term of this Agreement.

5.7 Overage Surcharge. The District will incur the following charges for container overage: \$150 per bin and \$70 per cart. Amounts owed for overage surcharges will start to be calculated and paid four (4) months into the 2020-2021 school year. Overage is defined as the lid being lifted by 10 inches or more (or would be lifted by 10 inches or more with a closed lid).

5.8 Bungee Cover Fees. Bungee covers for permanent roll offs will be available at no additional charge with a maximum of 4.

5.9 Bin Swap Charge. The District will be subject to a bin swap charge of \$95.28 per bin after July 1, 2021.

5.10 Push/Pull Fee. There will be no push/pull fees during the Term of this Agreement.

5.11 Service Issue Adjustments. The District will receive a credit in the following instances: when containers are dropped at the wrong location; when containers are left with open lids against a wall; and when gates or bins secured with a Waste Management lock are not locked after being serviced. For services issues identified above, the District shall receive a \$150.00 credit per bins and \$70.00 credit per cart. When Contractor fails to pick up bins on the regular service day and cannot reschedule the pick up prior to the site's next regular service day, the District will receive a calculated credit for a single service. Service issue adjustments will begin to be credited four (4) months into the 2020-2021 school year.

5.12 Diversion Data Reporting. Contractor will provide diversion data that is calculated by volume serviced. Contractor agrees to provide Diversion Data Reporting on a quarterly basis. Contractor agrees that Diversion Data Reporting shall include:

- District wide diversion data
- School/campus diversion data



- Student population calculated for volume per school site
- Categories to include roll offs and without roll offs that are used during summer or special construction projects;
- District provided information including but not limited to total student population at each site.

5.13 Recycling Coordinators. Contractor will provide a commitment of hours for their Recycling Coordinators: 10 hours per week for each Coordinator; 20 hours per week total to provide direct school site support such as site assessments, student and school community education and awareness, staff trainings and bin set ups. If applicable, Recycling Coordinators providing student education and awareness will comply with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1.

5.14 Diversion Infrastructure Assessment. Contractor to coordinate with the District to have all school sites assessed within 18 months from start of the Initial Term but no later than 2 years from the start of the Initial Term.

5.15 Material Collection. District agrees to comply with Contractors requirements for how material is collected in hauling bins and carts.

- Recycling – No Liners
- Organics – Clear plastic or compostable liners permitted

5.16 Graphic Design Services. Contractors agrees to provide graphic design services to the District at no cost, services are provided as a gratis service to the District.

6. **Indemnity.** Contractor shall, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) (collectively, the “Claims”) to the extent directly arising out of, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor’s parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor’s parties’ use of the site, Contractor’s or the Contractor’s parties’ performance of the Services, Contractor’s or the Contractor’s parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District’s parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph, and such obligation shall not apply to the extent Claims are caused by the District’s negligence, breach or violation of applicable law.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and

Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds, except Workers Compensation and Employer's Liability. All of the policies shall be amended to provide that the insurance shall not be canceled except after thirty (30) days' (ten (10) for non-payment of premium) prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the Contractor's insurance certificate shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

~~11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.~~

12. **Tuberculosis Certification.** Contractor and the Contractor's parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the

following:

A.  Contractor and Contractor’s parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor’s parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor’s parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor’s parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractor, or subcontractors are to use drugs on District sites.

14. **Force Majeure.** Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic/pandemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, or any other occurrence which is beyond the control of the Parties. In the event that Services are not provided due to an occurrence enumerated in this Section, payment for interrupted or suspended Services shall be prorated.

15. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon request from the District, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement. Information placed in Contractor containers for collection or processing shall not be considered confidential information.

16. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs,

executors, administrators, successors, and assigns of the respective parties.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the Governing Board.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

23. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

24. **Liability of the Parties.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

25. **Time.** Time is of the essence to this Agreement.

26. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude

the District from any or further exercise of any right or remedy.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

~~30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."~~

31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:

- ~~• Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~• Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~• Buy American Certification.~~
- ~~• Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

34. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

35. **Contract Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement of until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to Contractor absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

\*\*\*\*\*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London 6/24/2020  
Date  
Jody London,  
President, Board of Education

Kyla Johnson-Trammell 6/24/2020  
Date  
Kyla Johnson-Trammell,  
Superintendent, Board of Education

Nancy Deming Tabashi Nketegeuna Date  
Sustainability Manager  
Interim Dep Chief Facilities

Approved As to Form:  
[Signature] 6/18/20  
Date  
OUSD Legal Counsel

**CONTRACTOR:**

**WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**

By: Barry Skolnick  
2A040047CE8F475

Name: Barry Skolnick

Title: President

## Exhibit A

# OAKLAND UNIFIED SCHOOL DISTRICT

OAKLAND, CALIFORNIA



## STATEMENT OF QUALIFICATIONS FOR SOLID WASTE HANDLING AND RECYCLING & COMPOSTING SERVICES

February 13, 2020

Presented by  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603







**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## 2.1 LETTER OF INTEREST

January 22, 2020

Oakland Unified School District  
Roland Broach, Director of Custodial Services  
Department of Custodial Services  
900 High Street  
Oakland, CA 94601

Dear Mr. Broach:

Waste Management of Alameda County, Inc. ("Waste Management") is writing to express its intent to respond to your Request for Qualifications and Proposal for Solid Waste Handling and Recycling & Composting Services.

As your longstanding service partner, Waste Management is eager to work with you to meet the challenges of SB 1383 and continue to expand your diversion success under AB 341, AB 1826 and the Alameda County Mandatory Recycling Ordinance. Building on the award-winning Green Gloves Program, we will have a dedicated Educational and Technical Assistance Representative to work with custodial and nutrition staff to assist with waste reduction and sorting accuracy. In addition, we will have another local staff member available to evaluate service levels and assist custodial staff in designing the most efficient and cost-effective collection schedule. These local representatives will be supported by our dedicated hauling district staff as well as robust customer service team to ensure timely service and issues resolution.

We commend the District for recognizing the importance of education and adequate sorting tools to ensure proper diversion. We look forward to working with Nancy Deming to design and implement an education program with the \$50,000 annual allocation. Similarly, the \$50,000 tools budget will provide a great resource to improve diversion infrastructure for the schools we engage through education and technical assistance.

To assist in the implementation of these two programs, we will rely on Oakland sub-consultants: Civicorps (NPLBE) and Circlepoint (LBE). We employ two Civicorps apprentice drivers on a commercial organics route that includes District facilities as well as an intern who provides admin support for the OUSD contract. In addition, we have been working with Circlepoint to further the City of Oakland's outreach efforts and will consult with them on developing education materials for student and staff. These sub-consultants and the staff identified above are managed by Oakland resident and WMAC contract manager Sarah LaRock. After reviewing the District's Local Business Utilization Policy, we believe it only applies to construction projects and not to this service agreement. Please clarify if we are in error.

We are proud of the successful diversion programs we've built together and the many campuses that have benefitted from our donation of more than 170 cubic yards of Homegrown Compost in 2019 alone. We are excited to see what we can accomplish during the next contract term. We look forward to

discussing our proposal with you; it includes exciting developments to help the district track its waste stream for diversion.

Per the RFQ/P we are including the following statement to be complaint; however, Exhibit A is not posted to the District's website, so we reserve the right to take exception after reviewing the document. *Waste Management of Alameda County, Inc. received a copy of the District's Agreement attached as **Exhibit A** to the RFQ/P. Waste Management of Alameda County, Inc. has reviewed the indemnity provisions of **Exhibit A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Waste Management of Alameda County, Inc. has no objections to the use of the Agreement.*

*Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), not that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.*

Sincerely,



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

[bskolnic@wm.com](mailto:bskolnic@wm.com)  
510-613-2112

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## 2.3 EXECUTIVE SUMMARY

Waste Management of Alameda County, Inc. (“Waste Management”) is pleased to submit a proposal to provide waste handling and recycling and organics recycling services to the Oakland Unified School District (“District”). We have enjoyed a strong, longstanding, working relationship with District staff and local schools’ administrators, teachers, parents, custodians, and students for nearly 20 years. Working together we have made great strides diverting the District’s organics and recycling for reuse and reducing waste to our landfills. The California School Board Association Golden Bell Award for the Green Gloves program reflects the importance of our work together. Continued innovation, collaboration and cooperation is the key to our past - and future - success. During this next contract term, we propose to build on this success with a systematic inspection of every campus, school and facility to ensure correct service levels, corresponding interior containers for the three streams, signage and education are in place. Our dedicated Contract Manager along with two Recycling Coordinators will set targets to conduct four site visits a week to ensure services are in place at the 90 campuses with a total of 121 schools. We commend the District for allocating \$50,000 annually for recycling tools and another \$50,000 for recycling education. Coupled with our in-house graphic design/public education department and the buying power of a national firm, Waste Management will be able to maximize these funds for the greatest impact.

Waste Management is uniquely qualified as a service provider and partner to the District in its efforts to increase recycling and reduce waste destined to landfills. In addition to our collection capabilities for which we have the equipment, vehicles and staff to meet every collection situation, we have the resources of the nation’s largest provider of recycling services and waste management facilities. As a result, we can offer a number of innovative recycling services that will help the District save money and exceed its recycling goals.

Further, we have a dedicated staff including a Contract Manager who will serve as the requested Customer Service Representative, two Recycling Coordinators who will serve as the Educational and Technical Assistance Representatives/Community Outreach Coordinators, and Operations Route Managers who are committed to providing the District exceptional collection services and customized recycling programs - for both recyclables and yard waste/food scraps - to meet the unique needs at each of your campuses.

Personalized service and customization by campus/school does not equate to a “bespoke” price tag. By incorporating school stops into our existing Oakland commercial routes, we are able to pass the economy of scale on to the District. Also, as the incumbent there is no transitional service issues. We can hit the ground running and begin planning the site visit schedule, education and material needs now. Please keep in mind that the Recycling Promotion Fund, Recycling Educational Tools Fund and the Administrative Fee payment add costs over the three-year contract. These costs along with purchasing new bins and the increased costs of collecting and processing organics and recyclables will result in higher rates in this new contract. Our Pricing Proposal is included in Appendix B.

Finally, we acknowledge receipt of Addendum No. 1 and Addendum No. 2. Please see Attachment 1 for comments regarding District’s Agreement, contained in Addendum No. 1.

## 2.4 FIRM INFORMATION

### A. Preliminary Operation Plan for Solid Waste Management Program:

While every school has recycling and organics services to ensure the District complies with Alameda County's Mandatory Recycling Ordinance, we see this next contract term as an opportunity to take participation to a new level. We propose to engage our on-site Customer Service Representative and two Community Outreach Coordinators in a systematic review of service levels, interior collection containers, signage and education at every campus and school. This will be achieved by visiting an average of four sites a week.

**Management and Business Systems:** We will work with District staff to prioritize the sites and provide a status report on findings, service modifications and recommendations at the monthly SWMP meeting. While the target of four site visits per week is sufficient to visit every campus in one year, it may take more than one site visit to implement successful programs at some schools. Rather than aim to visit every school in the first year, we will set this target for the end of year two in order to provide time to work in depth with schools that need more than one visit to support their program.

Completing this intensive inventory in the early years of the contract, will position the District to be in compliance with SB 1383 before the 2024 penalties phase of the regulations. We will work with District staff to produce signage and secure interior containers for recycling and organics in Years 1 and 2 and will continue weekly site visits through the term of the contract as needed to trouble shoot contamination or participation issues.

Participation and contamination have a direct impact on the District's diversion. Waste Management has proprietary technology, which can help the District identify opportunities to improve diversion at each site. Waste Management's Smart Truck Technology<sup>SM</sup> uses GPS and truck-mounted cameras to verify service and video bin content during collection to help with proper sorting and improved diversion. For example, plastic bottles in the organics bin would be identified for recycling. Bagged recyclables would be called out to be put into container the loose. We can use these videos to identify sites that may need more outreach and education. There may also be an application to help meet SB 1383 audit requirements. Smart Truck Technology is a unique Waste Management offering that has the power to educate and contribute to behavior change.

The on-site Customer Service Representative will be the point of contact for District staff and custodial personnel. In collaboration with District staff we will design education materials for teachers, students and their families. The two Community Outreach Coordinators will be available for custodial trainings, assemblies, classroom and PTA presentations.

**Environmental and Safety Issues:** Waste Management has an exemplary environmental and safety record in Alameda County. As the operator of the largest fleet of collection vehicles, an integrated recycling and transfer facility as well as composting operation and landfill in the County, we are well versed in the regulations and policies governing the recycling, storage, transportation, and disposal of waste streams. We work closely with StopWaste to initiate and institute recycling and waste management procedures. A few examples include assisting in the implementation of the ban of green waste from landfills, the conversion of landfill gas to liquefied natural gas to fuel our collection vehicles, the upgrade of

our Construction and Demolition materials recovery facility to capture a higher percentage of recyclable materials, and the construction of the Organic Material Recovery Facility and Organic Material Composting Facility at Davis Street, designed to capture organics in MSW and compost onsite.

With respect to our collection operations whether at District schools or any one of our residential or commercial customers, Waste Management has an array of procedures to protect the public, environment and the safety of our drivers. Among our safety requirements are:

- Yellow Tail - To increase visibility, all our collection vehicles feature a large yellow-painted section on the rear of the truck to alert on-coming motorists.
- Life Critical Rules - Every driver is instructed in the ten rules that represent industry best practices most likely to reduce accidents and injuries.
- Daily Safety Huddle Meetings - Every morning as part of our Service Delivery Optimization routine, route managers hold huddles with their driver to keep safety best practices front and center for our drivers.
- Drug & Alcohol Testing - All drivers are screened for drug and alcohol when hired and are subject to random tests throughout the year.
- Hazardous Materials Handling - Our drivers are not allowed to accept hazardous materials and are trained to load check and identify these materials. If hazardous materials are discovered, the load will be rejected, and the District notified.

The Operations District Manager as well as the Route Managers and collection drivers are all trained in safety procedures and hazardous materials handling. If the District deems it appropriate, we will arrange a presentation by District staff to our Route Managers and drivers at the start of the contract to review any internal regulations unique to your schools.

**Operating Hours/Times:** As your current service provider, we have developed a collection schedule to service schools when students are not present. We work closely with custodial staff to coordinate any special collection or service activities. Safety of the students, teachers and staff is our primary focus. Summer weekend service schedules are in place.

**Operations Plan:** While every school has trash, recycling and composting service, we plan to visit every campus in Contract Years 1 and 2 to re-assess service levels, review interior container collection infrastructure, identify signage needs and discuss appropriate education and outreach.

Working with District staff, we will develop a priority list of site visits to maximize diversion opportunities and address any campuses of concern. Utilizing our Oakland-based Customer Service Representative and two Community Outreach Coordinators, we plan to visit four campuses a week and evaluate the 121 schools located at these sites.

Given the focus of SB 1383 on organics diversion, we will focus on the cafeteria and/or lunch rooms at each school. The Green Gloves Program has instituted some award-winning programs around food-waste reduction, and it is our goal to help support these efforts while also ensuring organics are collected for composting. We created customized lunch room signage for the District and will work with staff to produce it for all school sites.

The state of the recycling market also provides an opportunity to review the accepted materials and collection process at each school. The simple rule of thumb is empty (i.e. free of



liquids or food residue) glass bottles & jars; plastic bottles, jugs & tubs, metal food & beverage containers and clean cardboard and paper, loose in the recycling bin or cart. No plastic bags or film plastic. Processors around the world are holding contamination rates to 0.5%, a challenging standard but one that we must meet to achieve true diversion.

Our parent company, Waste Management, has pledged to keep materials domestic for processing - including mixed plastics, one of the most challenging materials for processors to handle. This reflects the important role Waste Management plays as North America's largest collector of recyclables. We have secured processors domestically for most all single-stream recyclables. Unfortunately, there are not enough domestic mills for mixed paper, which is still being sent overseas.

- a) **Waste Reduction:** As mentioned earlier, we will visit every campus in Years One and Two of the contract to identify opportunities to increase diversion by re-assessing service levels through visual waste audits, reviewing interior container collection infrastructure, identifying signage needs and discussing appropriate education and outreach to be sure the custodial staff, teachers and students are actively complying with Alameda County's Mandatory Recycling Ordinance.

We will work with District staff to create the priority list of schools based on agreed upon criteria. The documented findings, service-level adjustments and changes to interior collection infrastructure and signage along with education and outreach will lead to measurable waste reduction as well as increased diversion and will also create a roadmap for the District's compliance with SB 1383.

- b) **Recycling and Composting Integrated Programs:** Organic diversion and proper recycling represent the greatest opportunities for waste reduction and increased diversion. Organic materials for compost include food scraps, food soiled paper and paper towels. Recycling includes clean paper, cardboard; and plastic, metal and glass beverage and food containers. Plastic bags/film, chip bags, boxed drinks and candy wrappers are not recyclable within the single-stream. They may be collected and recycled by third-parties, independent of this contract.

Most schools have recycling tubs in all classrooms and administrative offices thanks to a grant from StopWaste. We will evaluate containers needed for organics collection during our site visits, paying attention to the SB 1383 regs to meet its requirements as well.

Our goal in assessing service levels and providing visual waste audits is to identify opportunities to reduce MSW bin volumes and/or frequency and increase recyclables and organics volumes and/or frequency. Waste Management is able to assess the waste reduction and increased recycling through service levels and adjustments of volume to tonnage. Recyclables and Compostable tonnages are calculated by service level based on volume to overall tonnages collected, as prescribed by CalRecycle.

We work closely with StopWaste to ensure our services align with their program requirements and to leverage outreach materials and resources for the benefit of our customers. As the service contractor to the City of Oakland and the Oakland Public Housing Authority, we have an extensive library of outreach materials, including videos, websites and handouts that can be shared with the District.

We also have a partnership with StopWaste that provides every Alameda County public school fourth-grade and fifth-grade student an opportunity to tour the Davis Street Transfer Station to see what happens to trash, recyclables and compostables. This educational experience is a valuable first step toward reduced waste and increased recycling participation.

We supplement this experience through our Recycling Coordinator's age-appropriate presentations in the classrooms. In addition, we have instructional signage and handouts to help educate students in the classroom and parents at home. We recommend creating a calendar of assemblies in collaboration with Waste Management and school administrators to target schools with the greatest opportunity for diversion. We are in discussion with Mr. Eco (<https://www.mreco.org/>), the rapping EcoHero to determine availability and cost for assemblies along with use of his videos for assemblies. We suggest allocating some of the \$50,000 Recycling Promotion fund toward assembly costs. As a side note, Mr. Echo filmed his organics rap song (Compost King) at our composting facility at the Redwood Landfill in Marin County.

As mentioned previously, during our site visits we will meet with the custodial staff to understand any challenges and discuss ways to improve diversion and reduce recycling and composting contamination. The annual Green Gloves Symposium offers an opportunity for sharing best practices by peers, which is motivational. We also have produced training videos for the City of Oakland about recycling and organics sorting in four languages (English, Spanish, Vietnamese and Mandarin), which we can share with staff. If the District has need for a customized video, we have in-house talent who can create live and flash videos. Our goal is to give schools the tools they need to be successful.

All materials collected from the District are delivered to the Davis Street Transfer Station. Each collection vehicle is weighed and then proceeds to the appropriate transfer building. All our transfer trucks run on natural gas and most days are fueled with renewable natural gas from the Altamont Landfill. Organics go to our LEEDTM Gold Organics Transfer Building where is consolidated with other commercial food waste for transfer to a third-party processor. The Altamont covered aerated static pile (CASP) facility is at capacity managing green waste mixed with residential food scraps. Pure food waste mixed with food-soiled paper is not processed at the Altamont Landfill. We currently send commercial food waste to an anaerobic digester in the Central Valley.

There may be an option to process the District's commercial food waste at the in-vessel Organic Material Composting Facility (OMCF) under construction at the Davis Street Transfer Station. This will significantly reduce the carbon footprint associated with transportation and processing of the District's organics as they will be managed in San Leandro. We can explore this with the District further once the system is operational and excess capacity is determined.

Currently, the Davis Street Single-Stream MRF is closed while it undergoes a re-design to incorporate the latest technology to improve its recovery capabilities. We transload recyclables to our MRF in either Sacramento or Lodi. Careful record keeping of diversion is maintained at both facilities per CalRecycle requirements.

The recycling and organic materials do not generate revenue for Waste Management. On

the contrary they cost money to process. You will see this reflected in our rate sheets. The labor, infrastructure and fuel costs the same, regardless of material type collected.

- c) **Recycling Promotion:** Waste Management welcomes the requirement of an annual Recycling Promotion fund of \$50,000. Our in-house Pub Ed team that includes a graphic designer and videographer has extensive experience developing materials for the cities of Oakland, Albany, Emeryville and Hayward as well as the Oro Loma Sanitary District. We have already developed materials for the District. Given the existing resources, we will be able to leverage these funds to maximize outreach to staff, students and parents. We will also work with StopWaste and the City of Oakland to build on their campaigns to amplify recycling and composting message to the District's audience.
- d) **Recycling Educational Tools:** The \$50,000 a year fund for Recycling Educational Tools is integral to our site visits. Having the ability to support custodial staff with interior containers and signage will improve participation and increase diversion. We will work with District staff to allocate the funds annually between compost purchase and educational tools. We will leverage our vendor relationships to secure the best rate for interior containers to help the fund go further.
- e) **Bi-Annual Bin Cleaning Service:** We take exception to the title, Bi-Annual Bin Cleaning, but agree to the requirement to perform 500 bin cleanings (or replacements) during the term of the Agreement. Bin cleaning happens in our yard to guarantee compliance with Stormwater Pollution Prevention protocols. Working with Custodial staff, we will schedule bin swaps, for a total of 500 over the three-year contract. The Customer Service Representative will work with the Department of Custodial Services to develop a tracking process that aligns with custodial staff and our container shop's operations. Any bin cleaning request in excess of this allotment will be charged per the rate in Exhibit A.
- f) **Waste Handling:** As the current service provider, Waste Management has a comprehensive offering of container levels and schedules designed to meet the unique needs of each of the District's school sites. Through our Customer Service Representative, Operations Route Managers and Recycling Coordinators, the District and individual schools can arrange for service assessments to adjust collection services to meet changing needs. We offer front-loading metal bins with lockable lids. The lids are color-coded: black for trash; green for organics; and, blue for recycling. Our rolling carts are also color-coded, reflecting the requirements of SB 1383.

We will not be able to satisfy the request for drain plugs in the new bins, as requested in the RFP. This would be in violation of the federal Clean Water Act and stormwater pollution prevention measures. All liquids must be contained in the bins. A removable plug could result in leakage.

The waste transferred to the Altamont is hauled in transfer trucks fueled by compressed natural gas (CNG). CNG is a clean-burning fuel alternative to diesel but both are derived commercially from fossil fuel. Since 2010, Waste Management has been using CNG derived from landfill gas --the lowest carbon fuel available - produced at the Altamont Landfill. A dedicated fueling station at the landfill and Davis Street keep our transfer trucks operating on this renewable, clean energy.

The management of recyclables and organics was described previously in the Recycling and Composting Integrated Programs section.

**Process for Continuous Improvement:** Waste Management will create a baseline service level report within the first four months of school year, by which future collection of recyclables and waste can be evaluated. We can also use this report to prioritize site visits, targeting schools with large MSW volumes relative to their recycling and organics service levels to achieve greater diversion.

Starting with the 2020 baseline of service levels, tonnage and diversion by schools, we will map out the school inspection schedule in consultation with District staff along with the data to report from each visit. Within Years One and Two, we will have visited every campus and school, evaluated service levels, provided a visual waste audit and worked with custodial and administrative staff to identify tools and pub ed needed to increase organics and recycling diversion and reduce waste. It will serve as a baseline to evaluate monthly tonnage and diversion reports over the course of the contract.

With this baseline, we can identify under performing schools and provide additional training and education. We can also use the videos from Smart Truck Technology to help custodial staff identify opportunities for improvement and challenge teachers and students to do better. We believe a picture is worth 1,000 words in motivating behavior change. Unfortunately, sometimes it isn't enough. As part of our rates, we have included a contamination charge. Working with the District we will determine when it is appropriate to impose this charge based on documented contamination and site circumstances.

Develop a plaque to award schools that achieve a certain level of diversion and recognize those schools that are excelling. Create a video featuring students and their tips for sorting recyclables and organics. Seek media coverage for schools' success.

Green Gloves Program provides a platform for re-igniting enthusiasm for recycling right on campus. We will work with District staff to launch a campaign targeting students and work with custodial staff to ensure they have the tools to succeed.

**Data Information Systems:** Waste Management maintains a computerized system for tracking all service requests. Calls placed to our Customer Service Center or to a school's Route Manager are noted in the customer record. Orders are issued to the Operations Department to exchange containers, swap carts with broken wheels, and increase/decrease service pick-ups. At a minimum we guarantee these requests will be fulfilled on the following week's service day. If a container is needed in advance of the service day, it will be delivered as early as a week in advance. This is our service policy and all our staff from drivers to the Area Vice President is committed to meeting this standard.

**Waste Composition:** The composition of the District's waste stream is determined by the container size and variety of services (recycling, waste and composting) provided at each of your schools. As the District reduces its reliance on disposal and increases its recycling and compost levels of service, its tonnage records will reflect the change in waste composition.

STATEMENT OF QUALIFICATIONS FOR SOLID WASTE HANDLING AND RECYCLING & COMPOSTING SERVICES

Oakland Unified School District Diversion Tonnage 1/1/19 - 11/30/19											
	yd/week	week/month	months	total yard	pounds/yd	pounds	tons	compactor tons	roll-off tons	total tons	diversion rate
MSW	1048.08	4.33	11	49920.05	275	13,728,014.00	6864.01	39.29	680.79	7584.09	30.42%
Organics	219.4	4.33	11	10450.02	250	2,612,506.00	1306.25		11.8	1318.05	
Recycle	740.18	4.33	11	35254.77	111	3,913,280.00	1956.64		41.43	1998.07	

**B. Financial Proposal:** Since 2015 when we entered into our current service contract with the District, recycling has undergone a sea change. China has closed its borders to our mixed plastics and is rejecting loads of mixed paper and other materials with more than 0.5% contamination. Other countries have followed China’s lead, driving the recycling commodities market into a deep recession. The economics of recycling is further compounded by the limited outlets for food waste processing in California. Our composting facilities in Marin, Alameda and San Joaquin counties are at permitted capacity processing green waste mixed with residential food. We are paying to have commercial food waste, including the District’s, processed at an anaerobic digester in the Central Valley. The law of Supply and Demand is driving higher costs for food waste processing and we are transporting material further than before. Recycling no longer subsidizes the cost of curbside materials collection. All three streams demand the same labor, infrastructure and fuel costs.

As a result, the collection of MSW and organics are charged at the same rate. Recyclables collection is priced at 90% of MSW to take into account CRV revenue. In addition, our Ancillary rates include two new categories: Contamination and Overage. These are standard to our contracts to help ensure accurate diversion, by quality and volume. Please see Appendix B for our financial proposal.

**C. Background:** Waste Management of Alameda County, Inc. has an exceptional management team, starting with District Manager Todd Nienhouse, who oversees the day-to-day operations of 300 drivers, 20 route managers and 30 mechanics along with container shop and delivery crew, safety manager and more. Todd is supported by a senior team, some of whom trace their roots to the original Oakland Scavenger along with the management team at Davis Street where all the District’s materials are managed for transfer. It is a storied operation that is continually being upgraded to provide customers the latest in diversion technology. In 2020, WMAC and Davis Street will install solar panels to help off-set their use of electricity. We are committed to the environment, customers, and employees.

**C-1 Key Personnel:** Providing the District, custodial staff, administrators, teachers, students and parents with a safe, efficient and waste-reduction focused service starts with this statement of commitment. Everyone serving the District from driver and mechanic to customer service and route manager is committed to delivering safe service and helping the District reach its diversion goals. District staff will work with:

**Operations Route Managers:** Primary responsibilities include supervising the commercial front end load routes that service the Oakland Unified School District and serving as a liaison

between District and School personnel and Route Drivers to minimize and resolve service issues.

**Customer Service Representative/Contract Manager:** Primary Responsibilities include maintaining and enhancing customer satisfaction through relationship building, analyzing and preparing test and progress reports, serving as a liaison between the Oakland Unified School District and Waste Management, answering escalated and/or complex questions and resolving complaints.

**Community Outreach/Recycling Coordinators:** Primary responsibilities will include educating students and District personnel on waste reduction, recycling and the different programs and options available. The Recycling Coordinator will promote waste reduction and recycling through direct interaction with staff, students, parents and teachers.

**C-2 Public Sector Clients:** Waste Management has provided solid waste management services over the past two years to the following public sector clients:

- Alameda Unified School District
- City of Albany
- Albany Unified School District
- City of Emeryville
- Emeryville Unified School District
- City of Hayward
- City of Oakland
- Oakland Airport
- Oakland Public Housing Authority
- Oakland Unified School District
- CSU East Bay
- Oro Loma Sanitary District

### C-3 Public Sector References:

Natasha Browne, Consultant  
Solid Waste Program  
**Oro Loma Sanitary District**  
nbrowne@oroloma.org

Claire Griffing  
Sustainability & Resilience Manager | PIO



**City of Albany**

(510) 528-5754

Jeff Krump

Solid Waste Program Manager

**City of Hayward**

(510) 583-4725

**C-4 Private Sector References:**

Cristian Buenrostro

Assistant Maintenance Manager

**Oakland Coliseum and Arena**

cbuenrostro@coliseum.com

510-410-3406

Jamie Eby

Environmental Scientist, Operations

**Oakland Int'l Airport - Port of Oakland**

jeby@portoakland.com

510-563-6523

Bret Wallach

Director of Operations

**Lennar Corporation | Bay Area Division**

Bret.wallach@lennar.com

(925) 570-4686

**C-5 Financial Stability:** As the current service provider for the Oakland Unified School District, Waste Management of Alameda County, Inc. possesses all equipment necessary to successfully operate the Oakland Unified School District's Solid Waste Management Plan. While we will not need to acquire additional equipment through purchase or lease, we have included our statement of financial qualifications to validate our financial stability. See Attachment 1.

**C-6 Vehicle Fleet:** Waste Management of Alameda County, Inc. is the only service provider in the Bay Area that fuels its fleet with renewable natural gas derived from landfill gas at the Altamont Landfill. Together, we are closing the loop on OUSD historic waste and delivering service with the lowest-carbon footprint of any bio- or petroleum-fueled vehicle.

We utilize collection vehicles based on the needs of the individual sites within the District. We currently use industry standard Front-End Loader Commercial Vehicles that collect trash, recyclable material and organic material in bins. In addition, semi-automated Side-Load Vehicles are used to collect trash, recyclable material and organic material set out for collection in wheeled carts. We also utilize rear load vehicles that collect organic material from both carts and rear end load bins. Finally, our fleet includes roll-off vehicles that collect trash, recyclable material and organic material placed in roll-off boxes.

**C-7 Pending Legal Disputes:** Per the District's request for all pending legal disputes, including matters in litigation, mediation, arbitration or at trial, there are two cases to report:

**xxxx v. Waste Management of Alameda County, Inc.** - (07/16/2019) Former painter at WMAC alleges harassment based on his race and wrongful termination. Plaintiff name excluded for privacy reasons.

**Stein and Boone v. Waste Management of Alameda County, Inc., Alameda County Waste Management Authority, City of San Leandro and City of Oakland, No. RG-17858423** - (04/28/2017) CEQA challenge to permitting of WMAC organics material recovery facility proposed for the Davis Street Transfer Station.

We limited our disclosures to litigation in state or federal courts, as we do not track other matters such as contract disputes in a centralized fashion.

**C-8 Financial and Other Liabilities:** There are no financial or other liabilities in excess of \$50,000 that may threaten the ability of Waste Management to perform all services required.



## 2.5 PRICING

See Appendix B.

## 3 LOCAL, SMALL LOCAL & SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

Waste Management of Alameda County, Inc. works with two businesses covered by the Local Business Utilization Policy: Civicorps (NPLBE) and Circlepoint (LBE). We employ two Civicorps apprentice drivers on a commercial organics route that includes District facilities as well as an intern who provides admin support for the OUSD contract. In 2019, we incurred more than \$220,000 in wages, benefits and fees for Civicorps employees. In addition, we have been working with Circlepoint to further the City of Oakland's outreach efforts and will consult with them on developing education materials for students and staff. We will continue to work with both during the District contract. We do not expect to have 20% or more participation by LBE/SLBE/SLRBE. See Attachment 3 for Local Business Participation Worksheet.

## 4 CONCLUSION

Our collaboration with the District continues to build on success. From the Golden Bell Award for the Green Gloves Program to the donation of over 170 cubic yards of compost to school gardens and campuses in 2019 alone, Waste Management is a committed partner. We are poised to help the District reach new diversion levels while preparing schools for SB 1383. In addition to dedicated staff who are prepared to visit four schools a week (in excess of the RFP requirement), we have technology that can help identify diversion opportunities and educate staff and students to recycle right.

We believe, based on the programs already in place, and the service quality and capabilities of our Oakland operations that Waste Management is the most qualified service provider to meet the District's goals. We look forward to working with you and exceeding your expectations.

## APPENDIX B - RATE FORMS

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## ATTACHMENT 1 - COMMENTS ON DISTRICT'S AGREEMENT - ADDENDUM A

- **Section 4:** We would like to add language related to adjustment of our rates, such that the contract allows for periodic adjustments based on events beyond our reasonable control, such as changes in law, force majeure, increased third party disposal or processing costs, increased governmental fees/taxes/charges specific to solid waste, and material changes in recyclables markets.
- **Section 7:** We do not expect to have 20% or more participation by LBE/SLBE/SLRBE.
- **Section 12.1:** To provide aggressive pricing and comprehensive services to the District, we would need a commitment to a certain term, and therefore would like to remove this section. Naturally, we would also agree to remove 12.2.
- **Section 27:** We would like to clarify that waste materials we collect under the agreement would not be considered “confidential information”, since these services do not involve confidential document destruction.

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## ATTACHMENT 2 - FINANCIAL STABILITY

Evidence of our financial stability.

<b>WASTE MANAGEMENT, INC.</b>		
<b>CONSOLIDATED BALANCE SHEETS</b>		
<b>(In Millions, Except Share and Par Value Amounts)</b>		
	<b>December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents .....	\$ 61	\$ 22
Accounts receivable, net of allowance for doubtful accounts of \$29 and \$21, respectively ..	1,931	1,805
Other receivables .....	344	569
Parts and supplies .....	102	96
Other assets .....	207	202
Total current assets .....	<u>2,645</u>	<u>2,694</u>
Property and equipment, net of accumulated depreciation and amortization of \$18,264 and \$17,704, respectively .....	11,942	11,559
Goodwill .....	6,430	6,247
Other intangible assets, net .....	572	547
Restricted trust and escrow accounts .....	296	249
Investments in unconsolidated entities .....	406	269
Other assets .....	359	264
Total assets .....	<u>\$ 22,650</u>	<u>\$ 21,829</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable .....	\$ 1,037	\$ 1,040
Accrued liabilities .....	1,117	980
Deferred revenues .....	522	503
Current portion of long-term debt .....	432	739
Total current liabilities .....	<u>3,108</u>	<u>3,262</u>
Long-term debt, less current portion .....	9,594	8,752
Deferred income taxes .....	1,291	1,248
Landfill and environmental remediation liabilities .....	1,828	1,770
Other liabilities .....	553	755
Total liabilities .....	<u>16,374</u>	<u>15,787</u>
Commitments and contingencies		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued .....	6	6
Additional paid-in capital .....	4,993	4,933
Retained earnings .....	9,797	8,588
Accumulated other comprehensive income (loss) .....	(87)	8
Treasury stock at cost, 206,299,352 and 196,963,558 shares, respectively .....	<u>(8,434)</u>	<u>(7,516)</u>
Total Waste Management, Inc. stockholders' equity .....	6,275	6,019
Noncontrolling interests .....	1	23
Total equity .....	<u>6,276</u>	<u>6,042</u>
Total liabilities and equity .....	<u>\$ 22,650</u>	<u>\$ 21,829</u>

See Notes to Consolidated Financial Statements.

From 2018 Annual Report

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## ATTACHMENT 3 - LOCAL, SMALL LOCAL & SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

We do not expect to have 20% or more participation in LBE/SLBE/SLRBE. We work with two qualifying businesses, described on page 14.

**LOCAL BUSINESS PARTICIPATION WORKSHEET**  
 Prime Consultant:  
 RFQ/P: Solid Waste Handling & Recycling Services  
 Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
TOTAL PARTICIPATION					



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## Exhibit B

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

### Year 1 Rates

MSW Rates: Rates Effective 7/1/20						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 64 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
96 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 96 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
<b>Bin Services</b>						
1 - Yard	\$113.53	\$227.06	\$340.59	\$454.12	\$567.65	N/A
Additional 1 yd	\$105.58	\$211.17	\$316.75	\$422.33	\$527.91	N/A
1.5 - Yard	\$170.30	\$340.60	\$510.90	\$681.20	\$851.50	N/A
Additional 1.5 yd	\$158.38	\$316.76	\$475.14	\$633.52	\$791.90	N/A
2 - Yard	\$227.06	\$454.12	\$681.18	\$908.24	\$1,135.30	N/A
Additional 2 yd	\$211.17	\$422.33	\$633.50	\$844.66	\$1,055.83	N/A
3 - Yard	\$340.59	\$681.18	\$1,021.77	\$1,362.36	\$1,702.95	N/A
Additional 3 yd	\$316.75	\$633.50	\$950.25	\$1,266.99	\$1,583.74	N/A
4 - Yard	\$454.12	\$908.24	\$1,362.36	\$1,816.48	\$2,270.60	N/A
Additional 4 yd	\$422.33	\$844.66	\$1,266.99	\$1,689.33	\$2,111.66	N/A
6 - Yard	\$681.18	\$1,362.36	\$2,043.54	\$2,724.72	\$3,405.90	N/A
Additional 6 yd	\$633.50	\$1,266.99	\$1,900.49	\$2,533.99	\$3,167.49	N/A
7 - Yard	\$794.71	\$1,589.42	\$2,384.13	\$3,178.84	\$3,973.55	N/A
Additional 7 yd	\$739.08	\$1,478.16	\$2,217.24	\$2,956.32	\$3,695.40	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$442.36	\$1,915.42	\$5,746.26
20 - Yard Open Top	\$631.17	\$2,732.97	\$8,198.90
30 - Yard Open Top	\$947.76	\$4,103.80	\$12,311.40
20 - Yard Compactor	\$1,263.37	\$5,470.39	\$16,411.18
<b>Ancillary Services</b>			
Delivery	\$88.93	N/A	N/A
Relocate	\$132.65	N/A	N/A
Flashers	\$44.38	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 2                      3.50% % Rate Adjustment**

### MSW Rates: Rates Effective 7/1/21

Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 64 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
96 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 96 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
<b>Bin Services</b>						
1 - Yard	\$117.50	\$235.00	\$352.50	\$470.00	\$587.50	N/A
Additional 1 yd	\$109.28	\$218.55	\$327.83	\$437.10	\$546.38	N/A
1.5 - Yard	\$176.26	\$352.52	\$528.78	\$705.04	\$881.30	N/A
Additional 1.5 yd	\$163.92	\$327.84	\$491.77	\$655.69	\$819.61	N/A
2 - Yard	\$235.01	\$470.02	\$705.03	\$940.04	\$1,175.05	N/A
Additional 2 yd	\$218.56	\$437.12	\$655.68	\$874.24	\$1,092.80	N/A
3 - Yard	\$352.51	\$705.02	\$1,057.53	\$1,410.04	\$1,762.55	N/A
Additional 3 yd	\$327.83	\$655.67	\$983.50	\$1,311.34	\$1,639.17	N/A
4 - Yard	\$470.01	\$940.02	\$1,410.03	\$1,880.04	\$2,350.05	N/A
Additional 4 yd	\$437.11	\$874.22	\$1,311.33	\$1,748.44	\$2,185.55	N/A
6 - Yard	\$705.02	\$1,410.04	\$2,115.06	\$2,820.08	\$3,525.10	N/A
Additional 6 yd	\$655.67	\$1,311.34	\$1,967.01	\$2,622.67	\$3,278.34	N/A
7 - Yard	\$822.52	\$1,645.04	\$2,467.56	\$3,290.08	\$4,112.60	N/A
Additional 7 yd	\$764.94	\$1,529.89	\$2,294.83	\$3,059.77	\$3,824.72	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$457.84	\$1,982.45	\$5,947.34
20 - Yard Open Top	\$653.26	\$2,828.62	\$8,485.85
30 - Yard Open Top	\$980.93	\$4,247.43	\$12,742.28
20 - Yard Compactor	\$1,307.59	\$5,661.86	\$16,985.59
<b>Ancillary Services</b>			
Delivery	\$92.04	N/A	N/A
Relocate	\$137.29	N/A	N/A
Flashers	\$45.93	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

Year 3                      3.50% % Rate Adjustment

MSW Rates: Rates Effective 7/1/22						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	\$607.95
Additional 64 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	\$565.39
96 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	\$607.95
Additional 96 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	\$565.39
<b>Bin Services</b>						
1 - Yard	\$121.61	\$243.22	\$364.83	\$486.44	\$608.05	N/A
Additional 1 yd	\$113.10	\$226.19	\$339.29	\$452.39	\$565.49	N/A
1.5 - Yard	\$182.43	\$364.86	\$547.29	\$729.72	\$912.15	N/A
Additional 1.5 yd	\$169.66	\$339.32	\$508.98	\$678.64	\$848.30	N/A
2 - Yard	\$243.24	\$486.48	\$729.72	\$972.96	\$1,216.20	N/A
Additional 2 yd	\$226.21	\$452.43	\$678.64	\$904.85	\$1,131.07	N/A
3 - Yard	\$364.85	\$729.70	\$1,094.55	\$1,459.40	\$1,824.25	N/A
Additional 3 yd	\$339.31	\$678.62	\$1,017.93	\$1,357.24	\$1,696.55	N/A
4 - Yard	\$486.46	\$972.92	\$1,459.38	\$1,945.84	\$2,432.30	N/A
Additional 4 yd	\$452.41	\$904.82	\$1,357.22	\$1,809.63	\$2,262.04	N/A
6 - Yard	\$729.70	\$1,459.40	\$2,189.10	\$2,918.80	\$3,648.50	N/A
Additional 6 yd	\$678.62	\$1,357.24	\$2,035.86	\$2,714.48	\$3,393.11	N/A
7 - Yard	\$851.31	\$1,702.62	\$2,553.93	\$3,405.24	\$4,256.55	N/A
Additional 7 yd	\$791.72	\$1,583.44	\$2,375.15	\$3,166.87	\$3,958.59	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$473.86	\$2,051.81	\$6,155.44
20 - Yard Open Top	\$676.12	\$2,927.60	\$8,782.80
30 - Yard Open Top	\$1,015.26	\$4,396.08	\$13,188.23
20 - Yard Compactor	\$1,353.36	\$5,860.05	\$17,580.15
<b>Ancillary Services</b>			
Delivery	\$95.26	N/A	N/A
Relocate	\$142.10	N/A	N/A
Flashers	\$47.54	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 4                      3.50% % Rate Adjustment**

MSW Rates: Rates Effective 7/1/23						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 64 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
96 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 96 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
<b>Bin Services</b>						
	1	2	3	4	5	6
1 - Yard	\$125.87	\$251.74	\$377.61	\$503.48	\$629.35	N/A
Additional 1 yd	\$117.06	\$234.12	\$351.18	\$468.24	\$585.30	N/A
1.5 - Yard	\$188.82	\$377.64	\$566.46	\$755.28	\$944.10	N/A
Additional 1.5 yd	\$175.60	\$351.21	\$526.81	\$702.41	\$878.01	N/A
2 - Yard	\$251.75	\$503.50	\$755.25	\$1,007.00	\$1,258.75	N/A
Additional 2 yd	\$234.13	\$468.26	\$702.38	\$936.51	\$1,170.64	N/A
3 - Yard	\$377.62	\$755.24	\$1,132.86	\$1,510.48	\$1,888.10	N/A
Additional 3 yd	\$351.19	\$702.37	\$1,053.56	\$1,404.75	\$1,755.93	N/A
4 - Yard	\$503.49	\$1,006.98	\$1,510.47	\$2,013.96	\$2,517.45	N/A
Additional 4 yd	\$468.25	\$936.49	\$1,404.74	\$1,872.98	\$2,341.23	N/A
6 - Yard	\$755.24	\$1,510.48	\$2,265.72	\$3,020.96	\$3,776.20	N/A
Additional 6 yd	\$702.37	\$1,404.75	\$2,107.12	\$2,809.49	\$3,511.87	N/A
7 - Yard	\$881.11	\$1,762.22	\$2,643.33	\$3,524.44	\$4,405.55	N/A
Additional 7 yd	\$819.43	\$1,638.86	\$2,458.30	\$3,277.73	\$4,097.16	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$490.45	\$2,123.65	\$6,370.95
20 - Yard Open Top	\$699.78	\$3,030.05	\$9,090.14
30 - Yard Open Top	\$1,050.79	\$4,549.92	\$13,649.76
20 - Yard Compactor	\$1,400.73	\$6,065.16	\$18,195.48
<b>Ancillary Services</b>			
Delivery	\$98.59	N/A	N/A
Relocate	\$147.07	N/A	N/A
Flashers	\$49.20	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 5      3.50% % Rate Adjustment

MSW Rates: Rates Effective 7/1/24						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 64 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
96 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 96 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
<b>Bin Services</b>						
1 - Yard	\$130.28	\$260.56	\$390.84	\$521.12	\$651.40	N/A
Additional 1 yd	\$121.16	\$242.32	\$363.48	\$484.64	\$605.80	N/A
1.5 - Yard	\$195.43	\$390.86	\$586.29	\$781.72	\$977.15	N/A
Additional 1.5 yd	\$181.75	\$363.50	\$545.25	\$727.00	\$908.75	N/A
2 - Yard	\$260.56	\$521.12	\$781.68	\$1,042.24	\$1,302.80	N/A
Additional 2 yd	\$242.32	\$484.64	\$726.96	\$969.28	\$1,211.60	N/A
3 - Yard	\$390.84	\$781.68	\$1,172.52	\$1,563.36	\$1,954.20	N/A
Additional 3 yd	\$363.48	\$726.96	\$1,090.44	\$1,453.92	\$1,817.41	N/A
4 - Yard	\$521.11	\$1,042.22	\$1,563.33	\$2,084.44	\$2,605.55	N/A
Additional 4 yd	\$484.63	\$969.26	\$1,453.90	\$1,938.53	\$2,423.16	N/A
6 - Yard	\$781.67	\$1,563.34	\$2,345.01	\$3,126.68	\$3,908.35	N/A
Additional 6 yd	\$726.95	\$1,453.91	\$2,180.86	\$2,907.81	\$3,634.77	N/A
7 - Yard	\$911.95	\$1,823.90	\$2,735.85	\$3,647.80	\$4,559.75	N/A
Additional 7 yd	\$848.11	\$1,696.23	\$2,544.34	\$3,392.45	\$4,240.57	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$507.62	\$2,197.99	\$6,593.98
20 - Yard Open Top	\$724.27	\$3,136.09	\$9,408.27
30 - Yard Open Top	\$1,087.57	\$4,709.18	\$14,127.53
20 - Yard Compactor	\$1,449.76	\$6,277.46	\$18,832.38
<b>Ancillary Services</b>			
Delivery	\$102.04	N/A	N/A
Relocate	\$152.22	N/A	N/A
Flashers	\$50.92	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 1 Rates

ORGANICS Rates: Effective 7/1/20						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 64 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
96 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 96 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
<b>Bin Services</b>						
1 - Yard	\$113.53	\$227.06	\$340.59	\$454.12	\$567.65	N/A
Additional 1 yd	\$105.58	\$211.17	\$316.75	\$422.33	\$527.91	N/A
1.5 - Yard	\$170.30	\$340.60	\$510.90	\$681.20	\$851.50	N/A
Additional 1.5 yd	\$158.38	\$316.76	\$475.14	\$633.52	\$791.90	N/A
2 - Yard	\$227.06	\$454.12	\$681.18	\$908.24	\$1,135.30	N/A
Additional 2 yd	\$211.17	\$422.33	\$633.50	\$844.66	\$1,055.83	N/A
3 - Yard	\$340.59	\$681.18	\$1,021.77	\$1,362.36	\$1,702.95	N/A
Additional 3 yd	\$316.75	\$633.50	\$950.25	\$1,266.99	\$1,583.74	N/A
4 - Yard	\$454.12	\$908.24	\$1,362.36	\$1,816.48	\$2,270.60	N/A
Additional 4 yd	\$422.33	\$844.66	\$1,266.99	\$1,689.33	\$2,111.66	N/A
6 - Yard	\$681.18	\$1,362.36	\$2,043.54	\$2,724.72	\$3,405.90	N/A
Additional 6 yd	\$633.50	\$1,266.99	\$1,900.49	\$2,533.99	\$3,167.49	N/A
7 - Yard	\$794.71	\$1,589.42	\$2,384.13	\$3,178.84	\$3,973.55	N/A
Additional 7 yd	\$739.08	\$1,478.16	\$2,217.24	\$2,956.32	\$3,695.40	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$442.36	\$1,915.42	\$5,746.26
20 - Yard Open Top	\$631.17	\$2,732.97	\$8,198.90
30 - Yard Open Top	\$947.76	\$4,103.80	\$12,311.40
<b>Ancillary Services</b>			
Delivery	\$88.93	N/A	N/A
Relocate	\$132.65	N/A	N/A
Flashers	\$44.38	N/A	N/A



# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 2                      3.50% % Rate Adjustment

ORGANICS Rates: Effective 7/1/21						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 64 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
96 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 96 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
<b>Bin Services</b>						
1 - Yard	\$117.50	\$235.00	\$352.50	\$470.00	\$587.50	N/A
Additional 1 yd	\$109.28	\$218.55	\$327.83	\$437.10	\$546.38	N/A
1.5 - Yard	\$176.26	\$352.52	\$528.78	\$705.04	\$881.30	N/A
Additional 1.5 yd	\$163.92	\$327.84	\$491.77	\$655.69	\$819.61	N/A
2 - Yard	\$235.01	\$470.02	\$705.03	\$940.04	\$1,175.05	N/A
Additional 2 yd	\$218.56	\$437.12	\$655.68	\$874.24	\$1,092.80	N/A
3 - Yard	\$352.51	\$705.02	\$1,057.53	\$1,410.04	\$1,762.55	N/A
Additional 3 yd	\$327.83	\$655.67	\$983.50	\$1,311.34	\$1,639.17	N/A
4 - Yard	\$470.01	\$940.02	\$1,410.03	\$1,880.04	\$2,350.05	N/A
Additional 4 yd	\$437.11	\$874.22	\$1,311.33	\$1,748.44	\$2,185.55	N/A
6 - Yard	\$705.02	\$1,410.04	\$2,115.06	\$2,820.08	\$3,525.10	N/A
Additional 6 yd	\$655.67	\$1,311.34	\$1,967.01	\$2,622.67	\$3,278.34	N/A
7 - Yard	\$822.52	\$1,645.04	\$2,467.56	\$3,290.08	\$4,112.60	N/A
Additional 7 yd	\$764.94	\$1,529.89	\$2,294.83	\$3,059.77	\$3,824.72	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$457.84	\$1,982.45	\$5,947.34
20 - Yard Open Top	\$653.26	\$2,828.62	\$8,485.85
30 - Yard Open Top	\$980.93	\$4,247.43	\$12,742.28
<b>Ancillary Services</b>			
Delivery	\$92.04	N/A	N/A
Relocate	\$137.29	N/A	N/A
Flashers	\$45.93	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 3 3.50% Rate Adjustment

ORGANICS Rates: Effective 7/1/22						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	N/A
Additional 64 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	N/A
96 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	N/A
Additional 96 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	N/A
<b>Bin Services</b>						
1 - Yard	\$121.61	\$243.22	\$364.83	\$486.44	\$608.05	N/A
Additional 1 yd	\$113.10	\$226.19	\$339.29	\$452.39	\$565.49	N/A
1.5 - Yard	\$182.43	\$364.86	\$547.29	\$729.72	\$912.15	N/A
Additional 1.5 yd	\$169.66	\$339.32	\$508.98	\$678.64	\$848.30	N/A
2 - Yard	\$243.24	\$486.48	\$729.72	\$972.96	\$1,216.20	N/A
Additional 2 yd	\$226.21	\$452.43	\$678.64	\$904.85	\$1,131.07	N/A
3 - Yard	\$364.85	\$729.70	\$1,094.55	\$1,459.40	\$1,824.25	N/A
Additional 3 yd	\$339.31	\$678.62	\$1,017.93	\$1,357.24	\$1,696.55	N/A
4 - Yard	\$486.46	\$972.92	\$1,459.38	\$1,945.84	\$2,432.30	N/A
Additional 4 yd	\$452.41	\$904.82	\$1,357.22	\$1,809.63	\$2,262.04	N/A
6 - Yard	\$729.70	\$1,459.40	\$2,189.10	\$2,918.80	\$3,648.50	N/A
Additional 6 yd	\$678.62	\$1,357.24	\$2,035.86	\$2,714.48	\$3,393.11	N/A
7 - Yard	\$851.31	\$1,702.62	\$2,553.93	\$3,405.24	\$4,256.55	N/A
Additional 7 yd	\$791.72	\$1,583.44	\$2,375.15	\$3,166.87	\$3,958.59	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$473.86	\$2,051.81	\$6,155.44
20 - Yard Open Top	\$676.12	\$2,927.60	\$8,782.80
30 - Yard Open Top	\$1,015.26	\$4,396.08	\$13,188.23
<b>Ancillary Services</b>			
Delivery	\$95.26	N/A	N/A
Relocate	\$142.10	N/A	N/A
Flashers	\$47.54	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 4 3.50% % Rate Adjustment

ORGANICS Rates: Effective 7/1/23						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 64 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
96 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 96 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
<b>Bin Services</b>						
1 - Yard	\$125.87	\$251.74	\$377.61	\$503.48	\$629.35	N/A
Additional 1 yd	\$117.06	\$234.12	\$351.18	\$468.24	\$585.30	N/A
1.5 - Yard	\$188.82	\$377.64	\$566.46	\$755.28	\$944.10	N/A
Additional 1.5 yd	\$175.60	\$351.21	\$526.81	\$702.41	\$878.01	N/A
2 - Yard	\$251.75	\$503.50	\$755.25	\$1,007.00	\$1,258.75	N/A
Additional 2 yd	\$234.13	\$468.26	\$702.38	\$936.51	\$1,170.64	N/A
3 - Yard	\$377.62	\$755.24	\$1,132.86	\$1,510.48	\$1,888.10	N/A
Additional 3 yd	\$351.19	\$702.37	\$1,053.56	\$1,404.75	\$1,755.93	N/A
4 - Yard	\$503.49	\$1,006.98	\$1,510.47	\$2,013.96	\$2,517.45	N/A
Additional 4 yd	\$468.25	\$936.49	\$1,404.74	\$1,872.98	\$2,341.23	N/A
6 - Yard	\$755.24	\$1,510.48	\$2,265.72	\$3,020.96	\$3,776.20	N/A
Additional 6 yd	\$702.37	\$1,404.75	\$2,107.12	\$2,809.49	\$3,511.87	N/A
7 - Yard	\$881.11	\$1,762.22	\$2,643.33	\$3,524.44	\$4,405.55	N/A
Additional 7 yd	\$819.43	\$1,638.86	\$2,458.30	\$3,277.73	\$4,097.16	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$490.45	\$2,123.65	\$6,370.95
20 - Yard Open Top	\$699.78	\$3,030.05	\$9,090.14
30 - Yard Open Top	\$1,050.79	\$4,549.92	\$13,649.76
<b>Ancillary Services</b>			
Delivery	\$98.59	N/A	N/A
Relocate	\$147.07	N/A	N/A
Flashers	\$49.20	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 5 3.50% % Rate Adjustment

ORGANICS Rates: Effective 7/1/24						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 64 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
96 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 96 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
<b>Bin Services</b>						
1 - Yard	\$130.28	\$260.56	\$390.84	\$521.12	\$651.40	N/A
Additional 1 yd	\$121.16	\$242.32	\$363.48	\$484.64	\$605.80	N/A
1.5 - Yard	\$195.43	\$390.86	\$586.29	\$781.72	\$977.15	N/A
Additional 1.5 yd	\$181.75	\$363.50	\$545.25	\$727.00	\$908.75	N/A
2 - Yard	\$260.56	\$521.12	\$781.68	\$1,042.24	\$1,302.80	N/A
Additional 2 yd	\$242.32	\$484.64	\$726.96	\$969.28	\$1,211.60	N/A
3 - Yard	\$390.84	\$781.68	\$1,172.52	\$1,563.36	\$1,954.20	N/A
Additional 3 yd	\$363.48	\$726.96	\$1,090.44	\$1,453.92	\$1,817.41	N/A
4 - Yard	\$521.11	\$1,042.22	\$1,563.33	\$2,084.44	\$2,605.55	N/A
Additional 4 yd	\$484.63	\$969.26	\$1,453.90	\$1,938.53	\$2,423.16	N/A
6 - Yard	\$781.67	\$1,563.34	\$2,345.01	\$3,126.68	\$3,908.35	N/A
Additional 6 yd	\$726.95	\$1,453.91	\$2,180.86	\$2,907.81	\$3,634.77	N/A
7 - Yard	\$911.95	\$1,823.90	\$2,735.85	\$3,647.80	\$4,559.75	N/A
Additional 7 yd	\$848.11	\$1,696.23	\$2,544.34	\$3,392.45	\$4,240.57	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$507.62	\$2,197.99	\$6,593.98
20 - Yard Open Top	\$724.27	\$3,136.09	\$9,408.27
30 - Yard Open Top	\$1,087.57	\$4,709.18	\$14,127.53
<b>Ancillary Services</b>			
Delivery	\$102.04	N/A	N/A
Relocate	\$152.22	N/A	N/A
Flashers	\$50.92	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

### Year 1 Rates

RECYCLE Rates: Effective 7/1/20						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$51.08	\$102.15	\$153.23	\$204.30	\$255.38	N/A
Additional 64 gal	\$47.50	\$95.00	\$142.50	\$190.00	\$237.50	N/A
96 - Gallon	\$51.08	\$102.15	\$153.23	\$204.30	\$255.38	N/A
Additional 96 gal	\$47.50	\$95.00	\$142.50	\$190.00	\$237.50	N/A
<b>Bin Services</b>						
1 - Yard	\$102.18	\$204.35	\$306.53	\$408.71	\$510.89	N/A
Additional 1 yd	\$95.02	\$190.05	\$285.08	\$380.10	\$475.12	N/A
1.5 - Yard	\$153.27	\$306.54	\$459.81	\$613.08	\$766.35	N/A
Additional 1.5 yd	\$142.54	\$285.08	\$427.63	\$570.17	\$712.71	N/A
2 - Yard	\$204.35	\$408.71	\$613.06	\$817.42	\$1,021.77	N/A
Additional 2 yd	\$190.05	\$380.10	\$570.15	\$760.19	\$950.25	N/A
3 - Yard	\$306.53	\$613.06	\$919.59	\$1,226.12	\$1,532.66	N/A
Additional 3 yd	\$285.08	\$570.15	\$855.23	\$1,140.29	\$1,425.37	N/A
4 - Yard	\$408.71	\$817.42	\$1,226.12	\$1,634.83	\$2,043.54	N/A
Additional 4 yd	\$380.10	\$760.19	\$1,140.29	\$1,520.40	\$1,900.49	N/A
6 - Yard	\$613.06	\$1,226.12	\$1,839.19	\$2,452.25	\$3,065.31	N/A
Additional 6 yd	\$570.15	\$1,140.29	\$1,710.44	\$2,280.59	\$2,850.74	N/A
7 - Yard	\$715.24	\$1,430.48	\$2,145.72	\$2,860.96	\$3,576.20	N/A
Additional 7 yd	\$665.17	\$1,330.34	\$1,995.52	\$2,660.69	\$3,325.86	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$398.12	\$1,723.88	\$5,171.63
20 - Yard Open Top	\$568.05	\$2,459.67	\$7,379.01
30 - Yard Open Top	\$852.98	\$3,693.42	\$11,080.26
20 - Yard Compactor	\$1,137.03	\$4,923.35	\$14,770.06
<b>Ancillary Services</b>			
Delivery	\$80.04	N/A	N/A
Relocate	\$119.39	N/A	N/A
Flashers	\$39.94	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 2    3.50%    % Rate Adjustment**

RECYCLE Rates: Effective 7/1/21						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$52.87	\$105.73	\$158.60	\$211.46	\$264.33	N/A
Additional 64 gal	\$49.17	\$98.33	\$147.49	\$196.66	\$245.83	N/A
96 - Gallon	\$52.87	\$105.73	\$158.60	\$211.46	\$264.33	N/A
Additional 96 gal	\$49.17	\$98.33	\$147.49	\$196.66	\$245.83	N/A
<b>Bin Services</b>						
1 - Yard	\$105.75	\$211.50	\$317.25	\$423.00	\$528.75	N/A
Additional 1 yd	\$98.35	\$196.70	\$295.05	\$393.39	\$491.74	N/A
1.5 - Yard	\$158.63	\$317.27	\$475.90	\$634.54	\$793.17	N/A
Additional 1.5 yd	\$147.53	\$295.06	\$442.59	\$590.12	\$737.65	N/A
2 - Yard	\$211.51	\$423.02	\$634.53	\$846.04	\$1,057.55	N/A
Additional 2 yd	\$196.70	\$393.41	\$590.11	\$786.82	\$983.52	N/A
3 - Yard	\$317.26	\$634.52	\$951.78	\$1,269.04	\$1,586.30	N/A
Additional 3 yd	\$295.05	\$590.10	\$885.15	\$1,180.21	\$1,475.25	N/A
4 - Yard	\$423.01	\$846.02	\$1,269.03	\$1,692.04	\$2,115.05	N/A
Additional 4 yd	\$393.40	\$786.80	\$1,180.20	\$1,573.60	\$1,967.00	N/A
6 - Yard	\$634.52	\$1,269.04	\$1,903.55	\$2,538.07	\$3,172.59	N/A
Additional 6 yd	\$590.10	\$1,180.21	\$1,770.31	\$2,360.40	\$2,950.51	N/A
7 - Yard	\$740.27	\$1,480.54	\$2,220.80	\$2,961.07	\$3,701.34	N/A
Additional 7 yd	\$688.45	\$1,376.90	\$2,065.35	\$2,753.79	\$3,442.25	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$412.06	\$1,784.20	\$5,352.61
20 - Yard Open Top	\$587.93	\$2,545.75	\$7,637.26
30 - Yard Open Top	\$882.84	\$3,822.68	\$11,468.05
20 - Yard Compactor	\$1,176.83	\$5,095.68	\$15,287.03
<b>Ancillary Services</b>			
Delivery	\$82.84	N/A	N/A
Relocate	\$123.56	N/A	N/A
Flashers	\$41.34	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 3                    3.50% % Rate Adjustment

RECYCLE Rates: Effective 7/1/22						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$54.72	\$109.43	\$218.86	\$328.29	\$437.72	N/A
Additional 64 gal	\$50.89	\$101.77	\$203.54	\$305.32	\$407.08	N/A
96 - Gallon	\$54.72	\$109.43	\$218.86	\$328.29	\$437.72	N/A
Additional 96 gal	\$50.89	\$101.77	\$203.54	\$305.32	\$407.08	N/A
<b>Bin Services</b>						
1 - Yard	\$109.45	\$218.90	\$328.35	\$437.80	\$547.25	N/A
Additional 1 yd	\$101.79	\$203.57	\$305.36	\$407.15	\$508.94	N/A
1.5 - Yard	\$164.19	\$328.37	\$492.56	\$656.75	\$820.94	N/A
Additional 1.5 yd	\$152.69	\$305.39	\$458.08	\$610.78	\$763.47	N/A
2 - Yard	\$218.92	\$437.83	\$656.75	\$875.66	\$1,094.58	N/A
Additional 2 yd	\$203.59	\$407.19	\$610.78	\$814.37	\$1,017.96	N/A
3 - Yard	\$328.37	\$656.73	\$985.10	\$1,313.46	\$1,641.83	N/A
Additional 3 yd	\$305.38	\$610.76	\$916.14	\$1,221.52	\$1,526.90	N/A
4 - Yard	\$437.81	\$875.63	\$1,313.44	\$1,751.26	\$2,189.07	N/A
Additional 4 yd	\$407.17	\$814.34	\$1,221.50	\$1,628.67	\$2,035.84	N/A
6 - Yard	\$656.73	\$1,313.46	\$1,970.19	\$2,626.92	\$3,283.65	N/A
Additional 6 yd	\$610.76	\$1,221.52	\$1,832.27	\$2,443.03	\$3,053.80	N/A
7 - Yard	\$766.18	\$1,532.36	\$2,298.54	\$3,064.72	\$3,830.90	N/A
Additional 7 yd	\$712.55	\$1,425.10	\$2,137.64	\$2,850.18	\$3,562.73	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$426.47	\$1,846.63	\$5,539.90
20 - Yard Open Top	\$608.51	\$2,634.84	\$7,904.52
30 - Yard Open Top	\$913.73	\$3,956.47	\$11,869.40
20 - Yard Compactor	\$1,218.02	\$5,274.04	\$15,822.13
<b>Ancillary Services</b>			
Delivery	\$85.73	N/A	N/A
Relocate	\$127.89	N/A	N/A
Flashers	\$42.79	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 4                      3.50% % Rate Adjustment**

RECYCLE Rates: Effective 7/1/23						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$56.64	\$113.27	\$169.91	\$226.55	\$283.19	N/A
Additional 64 gal	\$52.67	\$105.35	\$158.01	\$210.69	\$263.36	N/A
96 - Gallon	\$56.64	\$113.27	\$169.91	\$226.55	\$283.19	N/A
Additional 96 gal	\$52.67	\$105.35	\$158.01	\$210.69	\$263.36	N/A
<b>Bin Services</b>						
1 - Yard	\$113.28	\$226.57	\$339.85	\$453.13	\$566.42	N/A
Additional 1 yd	\$105.35	\$210.71	\$316.06	\$421.42	\$526.77	N/A
1.5 - Yard	\$169.94	\$339.88	\$509.81	\$679.75	\$849.69	N/A
Additional 1.5 yd	\$158.04	\$316.09	\$474.13	\$632.17	\$790.21	N/A
2 - Yard	\$226.58	\$453.15	\$679.73	\$906.30	\$1,132.88	N/A
Additional 2 yd	\$210.72	\$421.43	\$632.14	\$842.86	\$1,053.58	N/A
3 - Yard	\$339.86	\$679.72	\$1,019.57	\$1,359.43	\$1,699.29	N/A
Additional 3 yd	\$316.07	\$632.13	\$948.20	\$1,264.28	\$1,580.34	N/A
4 - Yard	\$453.14	\$906.28	\$1,359.42	\$1,812.56	\$2,265.71	N/A
Additional 4 yd	\$421.43	\$842.84	\$1,264.27	\$1,685.68	\$2,107.11	N/A
6 - Yard	\$679.72	\$1,359.43	\$2,039.15	\$2,718.86	\$3,398.58	N/A
Additional 6 yd	\$632.13	\$1,264.28	\$1,896.41	\$2,528.54	\$3,160.68	N/A
7 - Yard	\$793.00	\$1,586.00	\$2,379.00	\$3,172.00	\$3,965.00	N/A
Additional 7 yd	\$737.49	\$1,474.97	\$2,212.47	\$2,949.96	\$3,687.44	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$441.41	\$1,911.28	\$5,733.85
20 - Yard Open Top	\$629.80	\$2,727.04	\$8,181.13
30 - Yard Open Top	\$945.71	\$4,094.93	\$12,284.79
20 - Yard Compactor	\$1,260.66	\$5,458.64	\$16,375.93
<b>Ancillary Services</b>			
Delivery	\$88.73	N/A	N/A
Relocate	\$132.36	N/A	N/A
Flashers	\$44.28	N/A	N/A



# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 5                      3.50% % Rate Adjustment**

RECYCLE Rates: Effective 7/1/24						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$58.62	\$117.23	\$175.85	\$234.47	\$293.09	N/A
Additional 64 gal	\$54.51	\$109.03	\$163.54	\$218.05	\$272.57	N/A
96 - Gallon	\$58.62	\$117.23	\$175.85	\$234.47	\$293.09	N/A
Additional 96 gal	\$54.51	\$109.03	\$163.54	\$218.05	\$272.57	N/A
<b>Bin Services</b>						
1 - Yard	\$117.25	\$234.50	\$351.76	\$469.01	\$586.26	N/A
Additional 1 yd	\$109.04	\$218.09	\$327.13	\$436.18	\$545.22	N/A
1.5 - Yard	\$175.89	\$351.77	\$527.66	\$703.55	\$879.44	N/A
Additional 1.5 yd	\$163.58	\$327.15	\$490.73	\$654.30	\$817.88	N/A
2 - Yard	\$234.50	\$469.01	\$703.51	\$938.02	\$1,172.52	N/A
Additional 2 yd	\$218.09	\$436.18	\$654.26	\$872.35	\$1,090.44	N/A
3 - Yard	\$351.76	\$703.51	\$1,055.27	\$1,407.02	\$1,758.78	N/A
Additional 3 yd	\$327.13	\$654.26	\$981.40	\$1,308.53	\$1,635.67	N/A
4 - Yard	\$469.00	\$938.00	\$1,407.00	\$1,876.00	\$2,345.00	N/A
Additional 4 yd	\$436.17	\$872.33	\$1,308.51	\$1,744.68	\$2,180.84	N/A
6 - Yard	\$703.50	\$1,407.01	\$2,110.51	\$2,814.01	\$3,517.52	N/A
Additional 6 yd	\$654.26	\$1,308.52	\$1,962.77	\$2,617.03	\$3,271.29	N/A
7 - Yard	\$820.76	\$1,641.51	\$2,462.27	\$3,283.02	\$4,103.78	N/A
Additional 7 yd	\$763.30	\$1,526.61	\$2,289.91	\$3,053.21	\$3,816.51	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$456.86	\$1,978.20	\$5,934.59
20 - Yard Open Top	\$651.84	\$2,822.48	\$8,467.44
30 - Yard Open Top	\$978.81	\$4,238.26	\$12,714.78
20 - Yard Compactor	\$1,304.78	\$5,649.71	\$16,949.14
<b>Ancillary Services</b>			
Delivery	\$91.84	N/A	N/A
Relocate	\$137.00	N/A	N/A
Flashers	\$45.83	N/A	N/A

## Oakland Unified School District

### Ancillary Service Rates - Year 1 Effective 7/1/20

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$122.16	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$95.28	per bin per service
Lock	Lock sales	\$34.24	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$27.04	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$85.15	per occurrence
Overage Carts	Excess material outside of cart	\$70.00	per occurrence
Overage Bins	Excess material outside of bin	\$150.00	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$21.63	\$19.47	\$21.63
96 - Gallon	\$21.63	\$19.47	\$21.63
<b>Bin Services</b>			
1 - Yard	\$43.26	\$38.93	\$43.26
1.5 - Yard	\$62.72	\$56.45	\$62.72
2 - Yard	\$86.53	\$77.88	\$86.53
3 - Yard	\$110.28	\$99.25	\$110.28
4 - Yard	\$173.06	\$155.75	\$173.06
6 - Yard	\$259.59	\$233.63	\$259.59
7 - Yard	\$283.98	\$255.58	\$283.98
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$107.08	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services

**3.50% Rate Adjustment - Year 2**

**Effective 7/1/21**

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$126.44	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$98.61	per bin per service
Lock	Lock sales	\$35.44	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$27.99	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$88.13	per occurrence
Overage Carts	Excess material outside of cart	\$72.45	per occurrence
Overage Bins	Excess material outside of bin	\$155.25	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$22.39	\$20.15	\$22.39
96 - Gallon	\$22.39	\$20.15	\$22.39
<b>Bin Services</b>			
1 - Yard	\$44.77	\$40.29	\$44.77
1.5 - Yard	\$64.92	\$58.43	\$64.92
2 - Yard	\$89.56	\$80.60	\$89.56
3 - Yard	\$114.14	\$102.73	\$114.14
4 - Yard	\$179.12	\$161.21	\$179.12
6 - Yard	\$268.68	\$241.81	\$268.68
7 - Yard	\$293.92	\$264.53	\$293.92
<b>Extra /Trip charge on non-service day (To be added to MSW extra pick up)</b>			
		\$110.83	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services

3.50% Rate Adjustment - Year 3

Effective 7/1/22

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$130.87	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$102.06	per bin per service
Lock	Lock sales	\$36.68	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$28.97	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$91.21	per occurrence
Overage Carts	Excess material outside of cart	\$74.99	per occurrence
Overage Bins	Excess material outside of bin	\$160.68	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$23.17	\$20.85	\$23.17
96 - Gallon	\$23.17	\$20.85	\$23.17
<b>Bin Services</b>			
1 - Yard	\$46.34	\$41.71	\$46.34
1.5 - Yard	\$67.19	\$60.47	\$67.19
2 - Yard	\$92.69	\$83.42	\$92.69
3 - Yard	\$118.13	\$106.32	\$118.13
4 - Yard	\$185.39	\$166.85	\$185.39
6 - Yard	\$278.08	\$250.27	\$278.08
7 - Yard	\$304.21	\$273.79	\$304.21
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$114.71	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services

3.50% Rate Adjustment - Year 4

Effective 7/1/23

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$135.45	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$105.63	per bin per service
Lock	Lock sales	\$37.96	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$29.98	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$94.40	per occurrence
Overage Carts	Excess material outside of cart	\$77.61	per occurrence
Overage Bins	Excess material outside of bin	\$166.30	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$23.98	\$21.58	\$23.98
96 - Gallon	\$23.98	\$21.58	\$23.98
<b>Bin Services</b>			
1 - Yard	\$47.96	\$43.16	\$47.96
1.5 - Yard	\$69.54	\$62.59	\$69.54
2 - Yard	\$95.93	\$86.34	\$95.93
3 - Yard	\$122.26	\$110.03	\$122.26
4 - Yard	\$191.88	\$172.69	\$191.88
6 - Yard	\$287.81	\$259.03	\$287.81
7 - Yard	\$314.86	\$283.37	\$314.86
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$118.72	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services 3.50% Rate Adjustment - Year 5 Effective 7/1/24

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$140.19	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$109.33	per bin per service
Lock	Lock sales	\$39.29	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$31.03	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$97.70	per occurrence
Overage Carts	Excess material outside of cart	\$80.33	per occurrence
Overage Bins	Excess material outside of bin	\$172.12	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$24.82	\$22.34	\$24.82
96 - Gallon	\$24.82	\$22.34	\$24.82
<b>Bin Services</b>			
1 - Yard	\$49.64	\$44.68	\$49.64
1.5 - Yard	\$71.97	\$64.77	\$71.97
2 - Yard	\$99.29	\$89.36	\$99.29
3 - Yard	\$126.54	\$113.89	\$126.54
4 - Yard	\$198.60	\$178.74	\$198.60
6 - Yard	\$297.88	\$268.09	\$297.88
7 - Yard	\$325.88	\$293.29	\$325.88
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$122.88	per trip

Exhibit C

**Exhibit C**

**RECYCLABLES AND ORGANICS SPECIFICATIONS**

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* These materials may be deemed Recyclables upon written consent of Contractor, which may be withdrawn upon notice to District if there is no commercially viable market.

**ADDITIONAL SPECIFICATIONS:**

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or



regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon 30 days' advance notice to District, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value. Contractor will provide documentation so District to evidence the above.

**ORGANICS SPECIFICATIONS:**

“Organics” means Food Waste and Green Waste. Organics does not include items defined herein as Excluded Materials. “Food Waste” means solid waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products. “Green Waste” means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organics container utilized by the District. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, and other forms of vegetative waste.

Exhibit D



**WASTE MANAGEMENT of  
ALAMEDA COUNTY, INC.**

172 98<sup>th</sup> Avenue  
Oakland, CA 94603  
(510) 383-2404

June 16, 2020

Oakland Unified School District  
Roland Broach, Director of Custodial Services  
Department of Custodial Services  
900 High Street  
Oakland, CA 94601

Dear Mr. Broach,

This letter confirms that for the term of July 1, 2020 to June 30, 2021, Waste Management consents to hauling cartons and aseptic containers placed in Oakland Unified School District recycling bins. Waste Management and Oakland Unified School District will meet and confer regarding the continuation of this consent beyond the stated term.

Sincerely,

[Signature]

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

[bskolnic@wm.com](mailto:bskolnic@wm.com)  
510-613-2112

**THINK GREEN®**



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)  
12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF ALAMEDA COUNTY 172 98TH AVENUE OAKLAND CA 94603	INSURER B: Indemnity Insurance Co of North America	
	INSURER C: ACE Fire Underwriters Insurance Company	
	INSURER D: ACE Property & Casualty Insurance Co	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 3481002 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

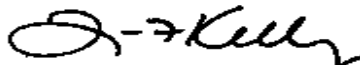
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C66043058 (AOS) WLR C66043010 (AZ,CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF OAKLAND UNIFIED SCHOOL DISTRICT, THE STATE OF CALIFORNIA AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, CONSULTANTS AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

<b>3481002</b>  OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Custodial Services Department	<b>Site</b>	
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

<b>Contractor Name</b>	Waste Management of Alameda Co, Inc.	<b>Agency's Contact</b>	Barry Skolnick
<b>OUSD Vendor ID #</b>	006139	<b>Title</b>	President
<b>Street Address</b>	172 98 <sup>th</sup> Avenue	<b>City</b>	Oakland
<b>Telephone</b>	510-383-2404	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>OUSD Project #</b>	00918	<b>Zip</b>	94603

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	7-1-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	6-30-2023

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$9,750,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Year</b>	\$3,250,000.00	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
0000	Gen Purpose, Utilities, Disposal Svc	010-0000-0-9000-8213-5515-999-9990-1158-9999-99999	5515	\$1,625,000.00
0000	Gen Purpose, Utilities, Recycle,	010-0000-0-9000-8213-5517-999-9990-1158-9999-99999	5517	\$1,625,000.00

**Approval and Routing (In order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Director, Custodial Services Department</b>	<b>Signature</b>			
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Date Approved</b>	6/19/2020		
	<b>Signature</b>	<b>Date Approved</b>	6/19/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>	<b>Date Approved</b>	6/19/20		
	<b>Signature</b>	<b>Date Approved</b>	6/19/20		
4.	<b>Chief Financial Officer</b>	<b>Date Approved</b>			
	<b>Signature</b>	<b>Date Approved</b>			
	<b>President, Board of Education</b>	<b>Date Approved</b>			

5.	Signature	Date Approved	
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Board Office Use: Legislative File Info.	
File ID Number	20-1383
Introduction Date	6-24-2020
Enactment Number	20-0984
Enactment Date	6/24/2020 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management  
Roland Broach, Executive Director, Facilities, Custodial and Grounds

**Board Meeting Date** June 24, 2020

**Subject** General Services Agreement with Waste Management of Alameda County, Inc.

**Action Requested** Approval by the Board of Education of a General Services Agreement between the Oakland Unified School District and Waste Management of Alameda County, Inc. (“Contractor”) for the latter to provide solid waste handling, recycling, and composting services, in an amount not to exceed of \$3,250,000 per year.

**Discussion** Vendor to provide solid waste handling & recycling composting services for the District.

The use of a fair, competitive RFP selection process. (Government Code §5426)

**LBP (Local Business Participation Percentage)** 00.0%

**Recommendation** Approval by the Board of Education of General Services Agreement with Waste Management of Alameda County, Inc., for solid waste handling, recycling, and composting services, in an amount not to exceed of \$3,250,000.00 per year. The term of the Agreement shall commence on July 1, 2020 and shall conclude June 30, 2023 with two options to extend the Agreement.

**Fiscal Impact**

**Attachments**

- General Services Agreement including Exhibits (scope of work and rate sheet)
- Proposal
- Insurance Certificate





**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No.** 20- 1383

**Department:** Custodial Services Department

**Vendor Name:** Waste Management of Alameda County, Inc.

**Project Name:** District-Wide

**Project No.:** 13158

**Contract Term:** Intended Start: July 1, 2020

Intended End: June 30, 2023

Amended End: \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$9,750,000.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

RFP was issued January 15, 2020. Waste Management was selected based on their previous and current services for the District.

**Summarize the services or supplies this contractor or vendor will be providing.**

Waste Management will provide solid waste handling, recycling and composting services for the District.

**Was this contract competitively bid?**  Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The use of a fair, competitive RFP selection process. Waste Management was the lowest proposed price, thus demonstrated that their price was fair and reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- The District issued an RFP seeking bids for the subject matter. Waste Management was selected because of their experience with the District and was identified as the most qualified at the most reasonable price.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective July 1, 2020 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and Waste Management of Alameda County, Inc. (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Waste Management of Alameda County, Inc. shall furnish to the District solid waste handling services, recycling services, composting services, preparation and implementation of comprehensive solid waste management program. The Services include all work described in the Request for Qualifications and Proposal for Solid Waste Handling and Recycling and Composting Services attached herein as Exhibit A and the Rate Sheets attached to this Agreement as Exhibit B. Exhibit A and Exhibit B are hereby incorporated by reference. Terms and rates set forth in this Agreement shall supersede Exhibit A in the event of a conflict.

Contractor agrees to provide the Services described in this Agreement by means that are consistent with COVID-19-related local, state, and federal orders. Contractor further agrees to comply with any District issued COVID-19-related health and safety protocols and procedures in effect during the Term of this Agreement, including but not limited to face covering requirements for truck drivers, recycling coordinators, and other representatives present on District property for purposes of providing Services under the terms of this Agreement.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2023 (“Initial Term”), except as otherwise stated in Paragraph 4 below. After the Initial Term, the Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both Parties. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** This Agreement shall begin on July 1, 2020, Contractor shall commence performance of the Services on that date. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency (each a “Default”). Such termination shall be effective immediately upon Contractor’s receipt of the notice, provided the District has given Contractor 10 days’ written notice

of the event of Default and Contractor has failed to cure within such 10 day period.

**5. Payment of Fees for Services.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement, at the rates indicated for multi-bin collection of solid waste, organics and recycling roll off services and other services as more specifically described in Exhibit B, including as applicable, and up to a maximum amount not to exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) annually. If Contractor or District reasonably anticipate that such amount is likely to change due to increased or decreased services requested by the District or price increases permitted by the Agreement, the Parties agree to negotiate adjustments to the annual maximum if necessary when the Agreement is extended past the Initial Term to a fourth or fifth year. District agrees to pay the Fee, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

**5.1 Administrative Fee.** In further consideration for the rights granted to Contractor herein and to offset costs incurred by the District in managing this Agreement, Contractor agrees to pay District an annual Sustainability and Recycling Administration Fee of no less than \$100,000 but up to 6.83% of yearly contract earnings. Administrative fee shall be paid monthly.

**5.2 Recycling Promotion Fee.** Contractor will pay District \$50,000 per year for use by the District to promote recycling. Recycling promotions fee will be paid to the District at the end of each contract year with the first payment due June 2021. No recycling promotion fee shall be paid in the event of school closures, under the Force Majeure provision, lasting more than one month during the regular school year.

**5.3 Annual Fee Adjustment.** All fees established by this Agreement and charged by Contractor shall be increased annually by 3.5% beginning July 1, 2021 and July 1 of each year thereafter. Additionally, Contractor's fees shall be adjusted to the extent the following events increase Contractor's costs: (i) changes in applicable laws, regulations or other legal requirements, (ii) new or increased governmental fees, charges or other amounts, (iii) force majeure events, or (iv) increases in disposal or processing costs.

**5.4 Bin Cleaning Service.** Contractor agrees to perform 500 bin cleanings (or replacements at Contractor's option) during the Initial Term (three year period) at no additional cost to the District. Custodial staff will coordinate with Contractor on dates for bin cleaning services needed at any other time or if a specific site(s) requires additional bin services. Contractor may charge District for any bin cleaning services requested beyond the 500 cleaning allotment.

**5.5 Recycling Educational Tools Fund.** Contractor will allocate \$50,000 annually to the District during the term of the Agreement, for the purchase of recycling tools to support waste diversion that will be available on July 1<sup>st</sup>, the start of the each contract year for the term of this Agreement. OUSD Custodial Services Team will identify the educational tools/supplies needed and Contractor will assist on and make purchases to be delivered to identified District sites. Example educational tools/supplies include classroom recycle collection containers, outdoor collection bins, mealtime sorting signage, student green team supplies, and finished compost for use in school gardens. Alternate but similar tools can be purchased to match the District's needs over the Term of this Agreement. Expenditures will be tracked by Contractor and if the District exceeds \$50,000 in any one contract year (July 1<sup>st</sup>- June 30<sup>th</sup>) the negative balance will be rolled into the following contract year.

5.6 Contamination Program Roll Out. Services will remain consistent until shelter-in-place orders resulting in site closures due to COVID-19 have been lifted and schools are permitted to re-open. Smart Truck data tracking on Recycling and Organic bins will begin one (1) month after schools re-open. Data will not be tracked for organics carts. Data will be provided to the District with timely notifications when events occur and on a monthly basis and will be discussed at monthly meetings. Four (4) months into the 2020-2021 school year, Recycling and Organics bin contamination charges will be assessed as outlined in Exhibit B. When Contractor acquires Smart Truck technology on trucks that service carts, the Contamination Program will be available for organics carts. Contractor reserves the right to refuse to collect bins if there is over 10% contamination, the contamination is considered egregious, could cause damage to Contractor's equipment, or is dangerous for the drivers to service. The specifications for recyclables and organics are set forth in Exhibit C. Recyclables containers will be considered contaminated if there is more than 10% non-recyclables included in the container. Organics containers will be considered contaminated if there is more than 3% non-organics included in the container. Determination of contamination may be by visual or digital inspection. From July 1, 2020 through June 30, 2021, Contractor consents to hauling cartons and aseptic containers placed in District recycling bins and agrees that these materials do not constitute contamination. As memorialized in Exhibit D, Parties agree to meet and confer regarding the continuation of this consent during the remaining Term of this Agreement.

5.7 Overage Surcharge. The District will incur the following charges for container overage: \$150 per bin and \$70 per cart. Amounts owed for overage surcharges will start to be calculated and paid four (4) months into the 2020-2021 school year. Overage is defined as the lid being lifted by 10 inches or more (or would be lifted by 10 inches or more with a closed lid).

5.8 Bungee Cover Fees. Bungee covers for permanent roll offs will be available at no additional charge with a maximum of 4.

5.9 Bin Swap Charge. The District will be subject to a bin swap charge of \$95.28 per bin after July 1, 2021.

5.10 Push/Pull Fee. There will be no push/pull fees during the Term of this Agreement.

5.11 Service Issue Adjustments. The District will receive a credit in the following instances: when containers are dropped at the wrong location; when containers are left with open lids against a wall; and when gates or bins secured with a Waste Management lock are not locked after being serviced. For services issues identified above, the District shall receive a \$150.00 credit per bins and \$70.00 credit per cart. When Contractor fails to pick up bins on the regular service day and cannot reschedule the pick up prior to the site's next regular service day, the District will receive a calculated credit for a single service. Service issue adjustments will begin to be credited four (4) months into the 2020-2021 school year.

5.12 Diversion Data Reporting. Contractor will provide diversion data that is calculated by volume serviced. Contractor agrees to provide Diversion Data Reporting on a quarterly basis. Contractor agrees that Diversion Data Reporting shall include:

- District wide diversion data
- School/campus diversion data

- Student population calculated for volume per school site
- Categories to include roll offs and without roll offs that are used during summer or special construction projects;
- District provided information including but not limited to total student population at each site.

5.13 Recycling Coordinators. Contractor will provide a commitment of hours for their Recycling Coordinators: 10 hours per week for each Coordinator; 20 hours per week total to provide direct school site support such as site assessments, student and school community education and awareness, staff trainings and bin set ups. If applicable, Recycling Coordinators providing student education and awareness will comply with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1.

5.14 Diversion Infrastructure Assessment. Contractor to coordinate with the District to have all school sites assessed within 18 months from start of the Initial Term but no later than 2 years from the start of the Initial Term.

5.15 Material Collection. District agrees to comply with Contractors requirements for how material is collected in hauling bins and carts.

- Recycling – No Liners
- Organics – Clear plastic or compostable liners permitted

5.16 Graphic Design Services. Contractors agrees to provide graphic design services to the District at no cost, services are provided as a gratis service to the District.

6. **Indemnity.** Contractor shall, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) (collectively, the “Claims”) to the extent directly arising out of, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor’s parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor’s parties’ use of the site, Contractor’s or the Contractor’s parties’ performance of the Services, Contractor’s or the Contractor’s parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District’s parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph, and such obligation shall not apply to the extent Claims are caused by the District’s negligence, breach or violation of applicable law.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and

Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds, except Workers Compensation and Employer's Liability. All of the policies shall be amended to provide that the insurance shall not be canceled except after thirty (30) days' (ten (10) for non-payment of premium) prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the Contractor's insurance certificate shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

~~11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.~~

12. **Tuberculosis Certification.** Contractor and the Contractor's parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the



following:

A.  Contractor and Contractor’s parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor’s parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor’s parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor’s parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractor, or subcontractors are to use drugs on District sites.

14. **Force Majeure.** Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic/pandemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, or any other occurrence which is beyond the control of the Parties. In the event that Services are not provided due to an occurrence enumerated in this Section, payment for interrupted or suspended Services shall be prorated.

15. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon request from the District, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement. Information placed in Contractor containers for collection or processing shall not be considered confidential information.

16. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs,

executors, administrators, successors, and assigns of the respective parties.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the Governing Board.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

23. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

24. **Liability of the Parties.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

25. **Time.** Time is of the essence to this Agreement.

26. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude

the District from any or further exercise of any right or remedy.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

~~30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."~~

31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:

- ~~• Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~• Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~• Buy American Certification.~~
- ~~• Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

34. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.


35. **Contract Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement of until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to Contractor absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

\*\*\*\*\*

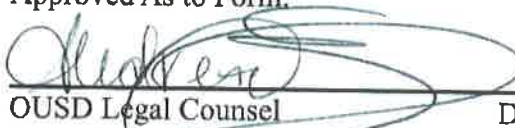
**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

 6/24/2020  
Date  
Jody London,  
President, Board of Education

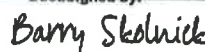
 6/24/2020  
Date  
Kyla Johnson-Trammell,  
Superintendent, Board of Education

 6/18/20  
Date  
Nancy Deming Tabashi Nketegeuna  
Sustainability Manager  
Interim Dep Chief Facilities

Approved As to Form:  
 6/18/20  
Date  
OUSD Legal Counsel

**CONTRACTOR:**

**WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**

By:   
2A040047CE8F475

Name: Barry Skolnick

Title: President

## Exhibit A

# OAKLAND UNIFIED SCHOOL DISTRICT

OAKLAND, CALIFORNIA



## STATEMENT OF QUALIFICATIONS FOR SOLID WASTE HANDLING AND RECYCLING & COMPOSTING SERVICES

February 13, 2020

Presented by  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603





**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## 2.1 LETTER OF INTEREST

January 22, 2020

Oakland Unified School District  
Roland Broach, Director of Custodial Services  
Department of Custodial Services  
900 High Street  
Oakland, CA 94601

Dear Mr. Broach:

Waste Management of Alameda County, Inc. ("Waste Management") is writing to express its intent to respond to your Request for Qualifications and Proposal for Solid Waste Handling and Recycling & Composting Services.

As your longstanding service partner, Waste Management is eager to work with you to meet the challenges of SB 1383 and continue to expand your diversion success under AB 341, AB 1826 and the Alameda County Mandatory Recycling Ordinance. Building on the award-winning Green Gloves Program, we will have a dedicated Educational and Technical Assistance Representative to work with custodial and nutrition staff to assist with waste reduction and sorting accuracy. In addition, we will have another local staff member available to evaluate service levels and assist custodial staff in designing the most efficient and cost-effective collection schedule. These local representatives will be supported by our dedicated hauling district staff as well as robust customer service team to ensure timely service and issues resolution.

We commend the District for recognizing the importance of education and adequate sorting tools to ensure proper diversion. We look forward to working with Nancy Deming to design and implement an education program with the \$50,000 annual allocation. Similarly, the \$50,000 tools budget will provide a great resource to improve diversion infrastructure for the schools we engage through education and technical assistance.

To assist in the implementation of these two programs, we will rely on Oakland sub-consultants: Civicorps (NPLBE) and Circlepoint (LBE). We employ two Civicorps apprentice drivers on a commercial organics route that includes District facilities as well as an intern who provides admin support for the OUSD contract. In addition, we have been working with Circlepoint to further the City of Oakland's outreach efforts and will consult with them on developing education materials for student and staff. These sub-consultants and the staff identified above are managed by Oakland resident and WMAC contract manager Sarah LaRock. After reviewing the District's Local Business Utilization Policy, we believe it only applies to construction projects and not to this service agreement. Please clarify if we are in error.

We are proud of the successful diversion programs we've built together and the many campuses that have benefitted from our donation of more than 170 cubic yards of Homegrown Compost in 2019 alone. We are excited to see what we can accomplish during the next contract term. We look forward to



discussing our proposal with you; it includes exciting developments to help the district track its waste stream for diversion.

Per the RFQ/P we are including the following statement to be complaint; however, Exhibit A is not posted to the District's website, so we reserve the right to take exception after reviewing the document. *Waste Management of Alameda County, Inc. received a copy of the District's Agreement attached as **Exhibit A** to the RFQ/P. Waste Management of Alameda County, Inc. has reviewed the indemnity provisions of **Exhibit A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Waste Management of Alameda County, Inc. has no objections to the use of the Agreement.*

*Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), not that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.*

Sincerely,



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

[bskolnic@wm.com](mailto:bskolnic@wm.com)  
510-613-2112

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## 2.3 EXECUTIVE SUMMARY

Waste Management of Alameda County, Inc. (“Waste Management”) is pleased to submit a proposal to provide waste handling and recycling and organics recycling services to the Oakland Unified School District (“District”). We have enjoyed a strong, longstanding, working relationship with District staff and local schools’ administrators, teachers, parents, custodians, and students for nearly 20 years. Working together we have made great strides diverting the District’s organics and recycling for reuse and reducing waste to our landfills. The California School Board Association Golden Bell Award for the Green Gloves program reflects the importance of our work together. Continued innovation, collaboration and cooperation is the key to our past - and future - success. During this next contract term, we propose to build on this success with a systematic inspection of every campus, school and facility to ensure correct service levels, corresponding interior containers for the three streams, signage and education are in place. Our dedicated Contract Manager along with two Recycling Coordinators will set targets to conduct four site visits a week to ensure services are in place at the 90 campuses with a total of 121 schools. We commend the District for allocating \$50,000 annually for recycling tools and another \$50,000 for recycling education. Coupled with our in-house graphic design/public education department and the buying power of a national firm, Waste Management will be able to maximize these funds for the greatest impact.

Waste Management is uniquely qualified as a service provider and partner to the District in its efforts to increase recycling and reduce waste destined to landfills. In addition to our collection capabilities for which we have the equipment, vehicles and staff to meet every collection situation, we have the resources of the nation’s largest provider of recycling services and waste management facilities. As a result, we can offer a number of innovative recycling services that will help the District save money and exceed its recycling goals.

Further, we have a dedicated staff including a Contract Manager who will serve as the requested Customer Service Representative, two Recycling Coordinators who will serve as the Educational and Technical Assistance Representatives/Community Outreach Coordinators, and Operations Route Managers who are committed to providing the District exceptional collection services and customized recycling programs - for both recyclables and yard waste/food scraps - to meet the unique needs at each of your campuses.

Personalized service and customization by campus/school does not equate to a “bespoke” price tag. By incorporating school stops into our existing Oakland commercial routes, we are able to pass the economy of scale on to the District. Also, as the incumbent there is no transitional service issues. We can hit the ground running and begin planning the site visit schedule, education and material needs now. Please keep in mind that the Recycling Promotion Fund, Recycling Educational Tools Fund and the Administrative Fee payment add costs over the three-year contract. These costs along with purchasing new bins and the increased costs of collecting and processing organics and recyclables will result in higher rates in this new contract. Our Pricing Proposal is included in Appendix B.

Finally, we acknowledge receipt of Addendum No. 1 and Addendum No. 2. Please see Attachment 1 for comments regarding District’s Agreement, contained in Addendum No. 1.

## 2.4 FIRM INFORMATION

### A. Preliminary Operation Plan for Solid Waste Management Program:

While every school has recycling and organics services to ensure the District complies with Alameda County's Mandatory Recycling Ordinance, we see this next contract term as an opportunity to take participation to a new level. We propose to engage our on-site Customer Service Representative and two Community Outreach Coordinators in a systematic review of service levels, interior collection containers, signage and education at every campus and school. This will be achieved by visiting an average of four sites a week.

**Management and Business Systems:** We will work with District staff to prioritize the sites and provide a status report on findings, service modifications and recommendations at the monthly SWMP meeting. While the target of four site visits per week is sufficient to visit every campus in one year, it may take more than one site visit to implement successful programs at some schools. Rather than aim to visit every school in the first year, we will set this target for the end of year two in order to provide time to work in depth with schools that need more than one visit to support their program.

Completing this intensive inventory in the early years of the contract, will position the District to be in compliance with SB 1383 before the 2024 penalties phase of the regulations. We will work with District staff to produce signage and secure interior containers for recycling and organics in Years 1 and 2 and will continue weekly site visits through the term of the contract as needed to trouble shoot contamination or participation issues.

Participation and contamination have a direct impact on the District's diversion. Waste Management has proprietary technology, which can help the District identify opportunities to improve diversion at each site. Waste Management's Smart Truck Technology<sup>SM</sup> uses GPS and truck-mounted cameras to verify service and video bin content during collection to help with proper sorting and improved diversion. For example, plastic bottles in the organics bin would be identified for recycling. Bagged recyclables would be called out to be put into container the loose. We can use these videos to identify sites that may need more outreach and education. There may also be an application to help meet SB 1383 audit requirements. Smart Truck Technology is a unique Waste Management offering that has the power to educate and contribute to behavior change.

The on-site Customer Service Representative will be the point of contact for District staff and custodial personnel. In collaboration with District staff we will design education materials for teachers, students and their families. The two Community Outreach Coordinators will be available for custodial trainings, assemblies, classroom and PTA presentations.

**Environmental and Safety Issues:** Waste Management has an exemplary environmental and safety record in Alameda County. As the operator of the largest fleet of collection vehicles, an integrated recycling and transfer facility as well as composting operation and landfill in the County, we are well versed in the regulations and policies governing the recycling, storage, transportation, and disposal of waste streams. We work closely with StopWaste to initiate and institute recycling and waste management procedures. A few examples include assisting in the implementation of the ban of green waste from landfills, the conversion of landfill gas to liquefied natural gas to fuel our collection vehicles, the upgrade of

our Construction and Demolition materials recovery facility to capture a higher percentage of recyclable materials, and the construction of the Organic Material Recovery Facility and Organic Material Composting Facility at Davis Street, designed to capture organics in MSW and compost onsite.

With respect to our collection operations whether at District schools or any one of our residential or commercial customers, Waste Management has an array of procedures to protect the public, environment and the safety of our drivers. Among our safety requirements are:

- Yellow Tail - To increase visibility, all our collection vehicles feature a large yellow-painted section on the rear of the truck to alert on-coming motorists.
- Life Critical Rules - Every driver is instructed in the ten rules that represent industry best practices most likely to reduce accidents and injuries.
- Daily Safety Huddle Meetings - Every morning as part of our Service Delivery Optimization routine, route managers hold huddles with their driver to keep safety best practices front and center for our drivers.
- Drug & Alcohol Testing - All drivers are screened for drug and alcohol when hired and are subject to random tests throughout the year.
- Hazardous Materials Handling - Our drivers are not allowed to accept hazardous materials and are trained to load check and identify these materials. If hazardous materials are discovered, the load will be rejected, and the District notified.

The Operations District Manager as well as the Route Managers and collection drivers are all trained in safety procedures and hazardous materials handling. If the District deems it appropriate, we will arrange a presentation by District staff to our Route Managers and drivers at the start of the contract to review any internal regulations unique to your schools.

**Operating Hours/Times:** As your current service provider, we have developed a collection schedule to service schools when students are not present. We work closely with custodial staff to coordinate any special collection or service activities. Safety of the students, teachers and staff is our primary focus. Summer weekend service schedules are in place.

**Operations Plan:** While every school has trash, recycling and composting service, we plan to visit every campus in Contract Years 1 and 2 to re-assess service levels, review interior container collection infrastructure, identify signage needs and discuss appropriate education and outreach.

Working with District staff, we will develop a priority list of site visits to maximize diversion opportunities and address any campuses of concern. Utilizing our Oakland-based Customer Service Representative and two Community Outreach Coordinators, we plan to visit four campuses a week and evaluate the 121 schools located at these sites.

Given the focus of SB 1383 on organics diversion, we will focus on the cafeteria and/or lunch rooms at each school. The Green Gloves Program has instituted some award-winning programs around food-waste reduction, and it is our goal to help support these efforts while also ensuring organics are collected for composting. We created customized lunch room signage for the District and will work with staff to produce it for all school sites.

The state of the recycling market also provides an opportunity to review the accepted materials and collection process at each school. The simple rule of thumb is empty (i.e. free of

liquids or food residue) glass bottles & jars; plastic bottles, jugs & tubs, metal food & beverage containers and clean cardboard and paper, loose in the recycling bin or cart. No plastic bags or film plastic. Processors around the world are holding contamination rates to 0.5%, a challenging standard but one that we must meet to achieve true diversion.

Our parent company, Waste Management, has pledged to keep materials domestic for processing - including mixed plastics, one of the most challenging materials for processors to handle. This reflects the important role Waste Management plays as North America's largest collector of recyclables. We have secured processors domestically for most all single-stream recyclables. Unfortunately, there are not enough domestic mills for mixed paper, which is still being sent overseas.

- a) **Waste Reduction:** As mentioned earlier, we will visit every campus in Years One and Two of the contract to identify opportunities to increase diversion by re-assessing service levels through visual waste audits, reviewing interior container collection infrastructure, identifying signage needs and discussing appropriate education and outreach to be sure the custodial staff, teachers and students are actively complying with Alameda County's Mandatory Recycling Ordinance.

We will work with District staff to create the priority list of schools based on agreed upon criteria. The documented findings, service-level adjustments and changes to interior collection infrastructure and signage along with education and outreach will lead to measurable waste reduction as well as increased diversion and will also create a roadmap for the District's compliance with SB 1383.

- b) **Recycling and Composting Integrated Programs:** Organic diversion and proper recycling represent the greatest opportunities for waste reduction and increased diversion. Organic materials for compost include food scraps, food soiled paper and paper towels. Recycling includes clean paper, cardboard; and plastic, metal and glass beverage and food containers. Plastic bags/film, chip bags, boxed drinks and candy wrappers are not recyclable within the single-stream. They may be collected and recycled by third-parties, independent of this contract.

Most schools have recycling tubs in all classrooms and administrative offices thanks to a grant from StopWaste. We will evaluate containers needed for organics collection during our site visits, paying attention to the SB 1383 regs to meet its requirements as well.

Our goal in assessing service levels and providing visual waste audits is to identify opportunities to reduce MSW bin volumes and/or frequency and increase recyclables and organics volumes and/or frequency. Waste Management is able to assess the waste reduction and increased recycling through service levels and adjustments of volume to tonnage. Recyclables and Compostable tonnages are calculated by service level based on volume to overall tonnages collected, as prescribed by CalRecycle.

We work closely with StopWaste to ensure our services align with their program requirements and to leverage outreach materials and resources for the benefit of our customers. As the service contractor to the City of Oakland and the Oakland Public Housing Authority, we have an extensive library of outreach materials, including videos, websites and handouts that can be shared with the District.



We also have a partnership with StopWaste that provides every Alameda County public school fourth-grade and fifth-grade student an opportunity to tour the Davis Street Transfer Station to see what happens to trash, recyclables and compostables. This educational experience is a valuable first step toward reduced waste and increased recycling participation.

We supplement this experience through our Recycling Coordinator's age-appropriate presentations in the classrooms. In addition, we have instructional signage and handouts to help educate students in the classroom and parents at home. We recommend creating a calendar of assemblies in collaboration with Waste Management and school administrators to target schools with the greatest opportunity for diversion. We are in discussion with Mr. Eco (<https://www.mreco.org/>), the rapping EcoHero to determine availability and cost for assemblies along with use of his videos for assemblies. We suggest allocating some of the \$50,000 Recycling Promotion fund toward assembly costs. As a side note, Mr. Echo filmed his organics rap song (Compost King) at our composting facility at the Redwood Landfill in Marin County.

As mentioned previously, during our site visits we will meet with the custodial staff to understand any challenges and discuss ways to improve diversion and reduce recycling and composting contamination. The annual Green Gloves Symposium offers an opportunity for sharing best practices by peers, which is motivational. We also have produced training videos for the City of Oakland about recycling and organics sorting in four languages (English, Spanish, Vietnamese and Mandarin), which we can share with staff. If the District has need for a customized video, we have in-house talent who can create live and flash videos. Our goal is to give schools the tools they need to be successful.

All materials collected from the District are delivered to the Davis Street Transfer Station. Each collection vehicle is weighed and then proceeds to the appropriate transfer building. All our transfer trucks run on natural gas and most days are fueled with renewable natural gas from the Altamont Landfill. Organics go to our LEEDTM Gold Organics Transfer Building where is consolidated with other commercial food waste for transfer to a third-party processor. The Altamont covered aerated static pile (CASP) facility is at capacity managing green waste mixed with residential food scraps. Pure food waste mixed with food-soiled paper is not processed at the Altamont Landfill. We currently send commercial food waste to an anaerobic digester in the Central Valley.

There may be an option to process the District's commercial food waste at the in-vessel Organic Material Composting Facility (OMCF) under construction at the Davis Street Transfer Station. This will significantly reduce the carbon footprint associated with transportation and processing of the District's organics as they will be managed in San Leandro. We can explore this with the District further once the system is operational and excess capacity is determined.

Currently, the Davis Street Single-Stream MRF is closed while it undergoes a re-design to incorporate the latest technology to improve its recovery capabilities. We transload recyclables to our MRF in either Sacramento or Lodi. Careful record keeping of diversion is maintained at both facilities per CalRecycle requirements.

The recycling and organic materials do not generate revenue for Waste Management. On



the contrary they cost money to process. You will see this reflected in our rate sheets. The labor, infrastructure and fuel costs the same, regardless of material type collected.

- c) **Recycling Promotion:** Waste Management welcomes the requirement of an annual Recycling Promotion fund of \$50,000. Our in-house Pub Ed team that includes a graphic designer and videographer has extensive experience developing materials for the cities of Oakland, Albany, Emeryville and Hayward as well as the Oro Loma Sanitary District. We have already developed materials for the District. Given the existing resources, we will be able to leverage these funds to maximize outreach to staff, students and parents. We will also work with StopWaste and the City of Oakland to build on their campaigns to amplify recycling and composting message to the District's audience.
- d) **Recycling Educational Tools:** The \$50,000 a year fund for Recycling Educational Tools is integral to our site visits. Having the ability to support custodial staff with interior containers and signage will improve participation and increase diversion. We will work with District staff to allocate the funds annually between compost purchase and educational tools. We will leverage our vendor relationships to secure the best rate for interior containers to help the fund go further.
- e) **Bi-Annual Bin Cleaning Service:** We take exception to the title, Bi-Annual Bin Cleaning, but agree to the requirement to perform 500 bin cleanings (or replacements) during the term of the Agreement. Bin cleaning happens in our yard to guarantee compliance with Stormwater Pollution Prevention protocols. Working with Custodial staff, we will schedule bin swaps, for a total of 500 over the three-year contract. The Customer Service Representative will work with the Department of Custodial Services to develop a tracking process that aligns with custodial staff and our container shop's operations. Any bin cleaning request in excess of this allotment will be charged per the rate in Exhibit A.
- f) **Waste Handling:** As the current service provider, Waste Management has a comprehensive offering of container levels and schedules designed to meet the unique needs of each of the District's school sites. Through our Customer Service Representative, Operations Route Managers and Recycling Coordinators, the District and individual schools can arrange for service assessments to adjust collection services to meet changing needs. We offer front-loading metal bins with lockable lids. The lids are color-coded: black for trash; green for organics; and, blue for recycling. Our rolling carts are also color-coded, reflecting the requirements of SB 1383.

We will not be able to satisfy the request for drain plugs in the new bins, as requested in the RFP. This would be in violation of the federal Clean Water Act and stormwater pollution prevention measures. All liquids must be contained in the bins. A removable plug could result in leakage.

The waste transferred to the Altamont is hauled in transfer trucks fueled by compressed natural gas (CNG). CNG is a clean-burning fuel alternative to diesel but both are derived commercially from fossil fuel. Since 2010, Waste Management has been using CNG derived from landfill gas --the lowest carbon fuel available - produced at the Altamont Landfill. A dedicated fueling station at the landfill and Davis Street keep our transfer trucks operating on this renewable, clean energy.

The management of recyclables and organics was described previously in the Recycling and Composting Integrated Programs section.

**Process for Continuous Improvement:** Waste Management will create a baseline service level report within the first four months of school year, by which future collection of recyclables and waste can be evaluated. We can also use this report to prioritize site visits, targeting schools with large MSW volumes relative to their recycling and organics service levels to achieve greater diversion.

Starting with the 2020 baseline of service levels, tonnage and diversion by schools, we will map out the school inspection schedule in consultation with District staff along with the data to report from each visit. Within Years One and Two, we will have visited every campus and school, evaluated service levels, provided a visual waste audit and worked with custodial and administrative staff to identify tools and pub ed needed to increase organics and recycling diversion and reduce waste. It will serve as a baseline to evaluate monthly tonnage and diversion reports over the course of the contract.

With this baseline, we can identify under performing schools and provide additional training and education. We can also use the videos from Smart Truck Technology to help custodial staff identify opportunities for improvement and challenge teachers and students to do better. We believe a picture is worth 1,000 words in motivating behavior change. Unfortunately, sometimes it isn't enough. As part of our rates, we have included a contamination charge. Working with the District we will determine when it is appropriate to impose this charge based on documented contamination and site circumstances.

Develop a plaque to award schools that achieve a certain level of diversion and recognize those schools that are excelling. Create a video featuring students and their tips for sorting recyclables and organics. Seek media coverage for schools' success.

Green Gloves Program provides a platform for re-igniting enthusiasm for recycling right on campus. We will work with District staff to launch a campaign targeting students and work with custodial staff to ensure they have the tools to succeed.

**Data Information Systems:** Waste Management maintains a computerized system for tracking all service requests. Calls placed to our Customer Service Center or to a school's Route Manager are noted in the customer record. Orders are issued to the Operations Department to exchange containers, swap carts with broken wheels, and increase/decrease service pick-ups. At a minimum we guarantee these requests will be fulfilled on the following week's service day. If a container is needed in advance of the service day, it will be delivered as early as a week in advance. This is our service policy and all our staff from drivers to the Area Vice President is committed to meeting this standard.

**Waste Composition:** The composition of the District's waste stream is determined by the container size and variety of services (recycling, waste and composting) provided at each of your schools. As the District reduces its reliance on disposal and increases its recycling and compost levels of service, its tonnage records will reflect the change in waste composition.

STATEMENT OF QUALIFICATIONS FOR SOLID WASTE HANDLING AND RECYCLING & COMPOSTING SERVICES

Oakland Unified School District Diversion Tonnage 1/1/19 - 11/30/19											
	yd/week	week/month	months	total yard	pounds/yd	pounds	tons	compactor tons	roll-off tons	total tons	diversion rate
MSW	1048.08	4.33	11	49920.05	275	13,728,014.00	6864.01	39.29	680.79	7584.09	30.42%
Organics	219.4	4.33	11	10450.02	250	2,612,506.00	1306.25		11.8	1318.05	
Recycle	740.18	4.33	11	35254.77	111	3,913,280.00	1956.64		41.43	1998.07	

**B. Financial Proposal:** Since 2015 when we entered into our current service contract with the District, recycling has undergone a sea change. China has closed its borders to our mixed plastics and is rejecting loads of mixed paper and other materials with more than 0.5% contamination. Other countries have followed China’s lead, driving the recycling commodities market into a deep recession. The economics of recycling is further compounded by the limited outlets for food waste processing in California. Our composting facilities in Marin, Alameda and San Joaquin counties are at permitted capacity processing green waste mixed with residential food. We are paying to have commercial food waste, including the District’s, processed at an anaerobic digester in the Central Valley. The law of Supply and Demand is driving higher costs for food waste processing and we are transporting material further than before. Recycling no longer subsidizes the cost of curbside materials collection. All three streams demand the same labor, infrastructure and fuel costs.

As a result, the collection of MSW and organics are charged at the same rate. Recyclables collection is priced at 90% of MSW to take into account CRV revenue. In addition, our Ancillary rates include two new categories: Contamination and Overage. These are standard to our contracts to help ensure accurate diversion, by quality and volume. Please see Appendix B for our financial proposal.

**C. Background:** Waste Management of Alameda County, Inc. has an exceptional management team, starting with District Manager Todd Nienhouse, who oversees the day-to-day operations of 300 drivers, 20 route managers and 30 mechanics along with container shop and delivery crew, safety manager and more. Todd is supported by a senior team, some of whom trace their roots to the original Oakland Scavenger along with the management team at Davis Street where all the District’s materials are managed for transfer. It is a storied operation that is continually being upgraded to provide customers the latest in diversion technology. In 2020, WMAC and Davis Street will install solar panels to help off-set their use of electricity. We are committed to the environment, customers, and employees.

**C-1 Key Personnel:** Providing the District, custodial staff, administrators, teachers, students and parents with a safe, efficient and waste-reduction focused service starts with this statement of commitment. Everyone serving the District from driver and mechanic to customer service and route manager is committed to delivering safe service and helping the District reach its diversion goals. District staff will work with:

**Operations Route Managers:** Primary responsibilities include supervising the commercial front end load routes that service the Oakland Unified School District and serving as a liaison

between District and School personnel and Route Drivers to minimize and resolve service issues.

**Customer Service Representative/Contract Manager:** Primary Responsibilities include maintaining and enhancing customer satisfaction through relationship building, analyzing and preparing test and progress reports, serving as a liaison between the Oakland Unified School District and Waste Management, answering escalated and/or complex questions and resolving complaints.

**Community Outreach/Recycling Coordinators:** Primary responsibilities will include educating students and District personnel on waste reduction, recycling and the different programs and options available. The Recycling Coordinator will promote waste reduction and recycling through direct interaction with staff, students, parents and teachers.

**C-2 Public Sector Clients:** Waste Management has provided solid waste management services over the past two years to the following public sector clients:

- Alameda Unified School District
- City of Albany
- Albany Unified School District
- City of Emeryville
- Emeryville Unified School District
- City of Hayward
- City of Oakland
- Oakland Airport
- Oakland Public Housing Authority
- Oakland Unified School District
- CSU East Bay
- Oro Loma Sanitary District

### C-3 Public Sector References:

Natasha Browne, Consultant  
Solid Waste Program  
**Oro Loma Sanitary District**  
nbrowne@oroloma.org

Claire Griffing  
Sustainability & Resilience Manager | PIO

**City of Albany**  
(510) 528-5754

Jeff Krump  
Solid Waste Program Manager  
**City of Hayward**  
(510) 583-4725

#### **C-4 Private Sector References:**

Cristian Buenrostro  
Assistant Maintenance Manager  
**Oakland Coliseum and Arena**  
cbuenrostro@coliseum.com  
510-410-3406

Jamie Eby  
Environmental Scientist, Operations  
**Oakland Int'l Airport - Port of Oakland**  
jeby@portoakland.com  
510-563-6523

Bret Wallach  
Director of Operations  
**Lennar Corporation | Bay Area Division**  
Bret.wallach@lennar.com  
(925) 570-4686

**C-5 Financial Stability:** As the current service provider for the Oakland Unified School District, Waste Management of Alameda County, Inc. possesses all equipment necessary to successfully operate the Oakland Unified School District's Solid Waste Management Plan. While we will not need to acquire additional equipment through purchase or lease, we have included our statement of financial qualifications to validate our financial stability. See Attachment 1.

**C-6 Vehicle Fleet:** Waste Management of Alameda County, Inc. is the only service provider in the Bay Area that fuels its fleet with renewable natural gas derived from landfill gas at the Altamont Landfill. Together, we are closing the loop on OUSD historic waste and delivering service with the lowest-carbon footprint of any bio- or petroleum-fueled vehicle.

We utilize collection vehicles based on the needs of the individual sites within the District. We currently use industry standard Front-End Loader Commercial Vehicles that collect trash, recyclable material and organic material in bins. In addition, semi-automated Side-Load Vehicles are used to collect trash, recyclable material and organic material set out for collection in wheeled carts. We also utilize rear load vehicles that collect organic material from both carts and rear end load bins. Finally, our fleet includes roll-off vehicles that collect trash, recyclable material and organic material placed in roll-off boxes.

**C-7 Pending Legal Disputes:** Per the District's request for all pending legal disputes, including matters in litigation, mediation, arbitration or at trial, there are two cases to report:

**xxxx v. Waste Management of Alameda County, Inc.** - (07/16/2019) Former painter at WMAC alleges harassment based on his race and wrongful termination. Plaintiff name excluded for privacy reasons.

**Stein and Boone v. Waste Management of Alameda County, Inc., Alameda County Waste Management Authority, City of San Leandro and City of Oakland, No. RG-17858423** - (04/28/2017) CEQA challenge to permitting of WMAC organics material recovery facility proposed for the Davis Street Transfer Station.

We limited our disclosures to litigation in state or federal courts, as we do not track other matters such as contract disputes in a centralized fashion.

**C-8 Financial and Other Liabilities:** There are no financial or other liabilities in excess of \$50,000 that may threaten the ability of Waste Management to perform all services required.

## 2.5 PRICING

See Appendix B.

## 3 LOCAL, SMALL LOCAL & SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

Waste Management of Alameda County, Inc. works with two businesses covered by the Local Business Utilization Policy: Civicorps (NPLBE) and Circlepoint (LBE). We employ two Civicorps apprentice drivers on a commercial organics route that includes District facilities as well as an intern who provides admin support for the OUSD contract. In 2019, we incurred more than \$220,000 in wages, benefits and fees for Civicorps employees. In addition, we have been working with Circlepoint to further the City of Oakland's outreach efforts and will consult with them on developing education materials for students and staff. We will continue to work with both during the District contract. We do not expect to have 20% or more participation by LBE/SLBE/SLRBE. See Attachment 3 for Local Business Participation Worksheet.

## 4 CONCLUSION

Our collaboration with the District continues to build on success. From the Golden Bell Award for the Green Gloves Program to the donation of over 170 cubic yards of compost to school gardens and campuses in 2019 alone, Waste Management is a committed partner. We are poised to help the District reach new diversion levels while preparing schools for SB 1383. In addition to dedicated staff who are prepared to visit four schools a week (in excess of the RFP requirement), we have technology that can help identify diversion opportunities and educate staff and students to recycle right.

We believe, based on the programs already in place, and the service quality and capabilities of our Oakland operations that Waste Management is the most qualified service provider to meet the District's goals. We look forward to working with you and exceeding your expectations.

## APPENDIX B - RATE FORMS



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## ATTACHMENT 1 - COMMENTS ON DISTRICT'S AGREEMENT - ADDENDUM A

- **Section 4:** We would like to add language related to adjustment of our rates, such that the contract allows for periodic adjustments based on events beyond our reasonable control, such as changes in law, force majeure, increased third party disposal or processing costs, increased governmental fees/taxes/charges specific to solid waste, and material changes in recyclables markets.
- **Section 7:** We do not expect to have 20% or more participation by LBE/SLBE/SLRBE.
- **Section 12.1:** To provide aggressive pricing and comprehensive services to the District, we would need a commitment to a certain term, and therefore would like to remove this section. Naturally, we would also agree to remove 12.2.
- **Section 27:** We would like to clarify that waste materials we collect under the agreement would not be considered “confidential information”, since these services do not involve confidential document destruction.

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## ATTACHMENT 2 - FINANCIAL STABILITY

Evidence of our financial stability.

<b>WASTE MANAGEMENT, INC.</b>		
<b>CONSOLIDATED BALANCE SHEETS</b>		
<b>(In Millions, Except Share and Par Value Amounts)</b>		
	<b>December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents .....	\$ 61	\$ 22
Accounts receivable, net of allowance for doubtful accounts of \$29 and \$21, respectively ..	1,931	1,805
Other receivables .....	344	569
Parts and supplies .....	102	96
Other assets .....	207	202
Total current assets .....	<u>2,645</u>	<u>2,694</u>
Property and equipment, net of accumulated depreciation and amortization of \$18,264 and \$17,704, respectively .....	11,942	11,559
Goodwill .....	6,430	6,247
Other intangible assets, net .....	572	547
Restricted trust and escrow accounts .....	296	249
Investments in unconsolidated entities .....	406	269
Other assets .....	359	264
Total assets .....	<u>\$ 22,650</u>	<u>\$ 21,829</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable .....	\$ 1,037	\$ 1,040
Accrued liabilities .....	1,117	980
Deferred revenues .....	522	503
Current portion of long-term debt .....	432	739
Total current liabilities .....	<u>3,108</u>	<u>3,262</u>
Long-term debt, less current portion .....	9,594	8,752
Deferred income taxes .....	1,291	1,248
Landfill and environmental remediation liabilities .....	1,828	1,770
Other liabilities .....	553	755
Total liabilities .....	<u>16,374</u>	<u>15,787</u>
Commitments and contingencies		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued .....	6	6
Additional paid-in capital .....	4,993	4,933
Retained earnings .....	9,797	8,588
Accumulated other comprehensive income (loss) .....	(87)	8
Treasury stock at cost, 206,299,352 and 196,963,558 shares, respectively .....	<u>(8,434)</u>	<u>(7,516)</u>
Total Waste Management, Inc. stockholders' equity .....	6,275	6,019
Noncontrolling interests .....	1	23
Total equity .....	<u>6,276</u>	<u>6,042</u>
Total liabilities and equity .....	<u>\$ 22,650</u>	<u>\$ 21,829</u>

See Notes to Consolidated Financial Statements.

From 2018 Annual Report

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## ATTACHMENT 3 - LOCAL, SMALL LOCAL & SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

We do not expect to have 20% or more participation in LBE/SLBE/SLRBE. We work with two qualifying businesses, described on page 14.

**LOCAL BUSINESS PARTICIPATION WORKSHEET**  
 Prime Consultant:  
 RFQ/P: Solid Waste Handling & Recycling Services  
 Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
TOTAL PARTICIPATION					

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## Exhibit B



# Oakland Unified School District

## Appendix B Including Additional Bin Rates

### Year 1 Rates

MSW Rates: Rates Effective 7/1/20						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 64 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
96 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 96 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
<b>Bin Services</b>						
1 - Yard	\$113.53	\$227.06	\$340.59	\$454.12	\$567.65	N/A
Additional 1 yd	\$105.58	\$211.17	\$316.75	\$422.33	\$527.91	N/A
1.5 - Yard	\$170.30	\$340.60	\$510.90	\$681.20	\$851.50	N/A
Additional 1.5 yd	\$158.38	\$316.76	\$475.14	\$633.52	\$791.90	N/A
2 - Yard	\$227.06	\$454.12	\$681.18	\$908.24	\$1,135.30	N/A
Additional 2 yd	\$211.17	\$422.33	\$633.50	\$844.66	\$1,055.83	N/A
3 - Yard	\$340.59	\$681.18	\$1,021.77	\$1,362.36	\$1,702.95	N/A
Additional 3 yd	\$316.75	\$633.50	\$950.25	\$1,266.99	\$1,583.74	N/A
4 - Yard	\$454.12	\$908.24	\$1,362.36	\$1,816.48	\$2,270.60	N/A
Additional 4 yd	\$422.33	\$844.66	\$1,266.99	\$1,689.33	\$2,111.66	N/A
6 - Yard	\$681.18	\$1,362.36	\$2,043.54	\$2,724.72	\$3,405.90	N/A
Additional 6 yd	\$633.50	\$1,266.99	\$1,900.49	\$2,533.99	\$3,167.49	N/A
7 - Yard	\$794.71	\$1,589.42	\$2,384.13	\$3,178.84	\$3,973.55	N/A
Additional 7 yd	\$739.08	\$1,478.16	\$2,217.24	\$2,956.32	\$3,695.40	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$442.36	\$1,915.42	\$5,746.26
20 - Yard Open Top	\$631.17	\$2,732.97	\$8,198.90
30 - Yard Open Top	\$947.76	\$4,103.80	\$12,311.40
20 - Yard Compactor	\$1,263.37	\$5,470.39	\$16,411.18
<b>Ancillary Services</b>			
Delivery	\$88.93	N/A	N/A
Relocate	\$132.65	N/A	N/A
Flashers	\$44.38	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 2                      3.50% % Rate Adjustment**

### MSW Rates: Rates Effective 7/1/21

Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 64 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
96 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 96 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
<b>Bin Services</b>						
1 - Yard	\$117.50	\$235.00	\$352.50	\$470.00	\$587.50	N/A
Additional 1 yd	\$109.28	\$218.55	\$327.83	\$437.10	\$546.38	N/A
1.5 - Yard	\$176.26	\$352.52	\$528.78	\$705.04	\$881.30	N/A
Additional 1.5 yd	\$163.92	\$327.84	\$491.77	\$655.69	\$819.61	N/A
2 - Yard	\$235.01	\$470.02	\$705.03	\$940.04	\$1,175.05	N/A
Additional 2 yd	\$218.56	\$437.12	\$655.68	\$874.24	\$1,092.80	N/A
3 - Yard	\$352.51	\$705.02	\$1,057.53	\$1,410.04	\$1,762.55	N/A
Additional 3 yd	\$327.83	\$655.67	\$983.50	\$1,311.34	\$1,639.17	N/A
4 - Yard	\$470.01	\$940.02	\$1,410.03	\$1,880.04	\$2,350.05	N/A
Additional 4 yd	\$437.11	\$874.22	\$1,311.33	\$1,748.44	\$2,185.55	N/A
6 - Yard	\$705.02	\$1,410.04	\$2,115.06	\$2,820.08	\$3,525.10	N/A
Additional 6 yd	\$655.67	\$1,311.34	\$1,967.01	\$2,622.67	\$3,278.34	N/A
7 - Yard	\$822.52	\$1,645.04	\$2,467.56	\$3,290.08	\$4,112.60	N/A
Additional 7 yd	\$764.94	\$1,529.89	\$2,294.83	\$3,059.77	\$3,824.72	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$457.84	\$1,982.45	\$5,947.34
20 - Yard Open Top	\$653.26	\$2,828.62	\$8,485.85
30 - Yard Open Top	\$980.93	\$4,247.43	\$12,742.28
20 - Yard Compactor	\$1,307.59	\$5,661.86	\$16,985.59
<b>Ancillary Services</b>			
Delivery	\$92.04	N/A	N/A
Relocate	\$137.29	N/A	N/A
Flashers	\$45.93	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

Year 3                      3.50% % Rate Adjustment

MSW Rates: Rates Effective 7/1/22						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	\$607.95
Additional 64 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	\$565.39
96 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	\$607.95
Additional 96 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	\$565.39
<b>Bin Services</b>						
1 - Yard	\$121.61	\$243.22	\$364.83	\$486.44	\$608.05	N/A
Additional 1 yd	\$113.10	\$226.19	\$339.29	\$452.39	\$565.49	N/A
1.5 - Yard	\$182.43	\$364.86	\$547.29	\$729.72	\$912.15	N/A
Additional 1.5 yd	\$169.66	\$339.32	\$508.98	\$678.64	\$848.30	N/A
2 - Yard	\$243.24	\$486.48	\$729.72	\$972.96	\$1,216.20	N/A
Additional 2 yd	\$226.21	\$452.43	\$678.64	\$904.85	\$1,131.07	N/A
3 - Yard	\$364.85	\$729.70	\$1,094.55	\$1,459.40	\$1,824.25	N/A
Additional 3 yd	\$339.31	\$678.62	\$1,017.93	\$1,357.24	\$1,696.55	N/A
4 - Yard	\$486.46	\$972.92	\$1,459.38	\$1,945.84	\$2,432.30	N/A
Additional 4 yd	\$452.41	\$904.82	\$1,357.22	\$1,809.63	\$2,262.04	N/A
6 - Yard	\$729.70	\$1,459.40	\$2,189.10	\$2,918.80	\$3,648.50	N/A
Additional 6 yd	\$678.62	\$1,357.24	\$2,035.86	\$2,714.48	\$3,393.11	N/A
7 - Yard	\$851.31	\$1,702.62	\$2,553.93	\$3,405.24	\$4,256.55	N/A
Additional 7 yd	\$791.72	\$1,583.44	\$2,375.15	\$3,166.87	\$3,958.59	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$473.86	\$2,051.81	\$6,155.44
20 - Yard Open Top	\$676.12	\$2,927.60	\$8,782.80
30 - Yard Open Top	\$1,015.26	\$4,396.08	\$13,188.23
20 - Yard Compactor	\$1,353.36	\$5,860.05	\$17,580.15
<b>Ancillary Services</b>			
Delivery	\$95.26	N/A	N/A
Relocate	\$142.10	N/A	N/A
Flashers	\$47.54	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 4                      3.50% % Rate Adjustment**

<b>MSW Rates: Rates Effective 7/1/23</b>						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 64 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
96 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 96 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
<b>Bin Services</b>						
	1	2	3	4	5	6
1 - Yard	\$125.87	\$251.74	\$377.61	\$503.48	\$629.35	N/A
Additional 1 yd	\$117.06	\$234.12	\$351.18	\$468.24	\$585.30	N/A
1.5 - Yard	\$188.82	\$377.64	\$566.46	\$755.28	\$944.10	N/A
Additional 1.5 yd	\$175.60	\$351.21	\$526.81	\$702.41	\$878.01	N/A
2 - Yard	\$251.75	\$503.50	\$755.25	\$1,007.00	\$1,258.75	N/A
Additional 2 yd	\$234.13	\$468.26	\$702.38	\$936.51	\$1,170.64	N/A
3 - Yard	\$377.62	\$755.24	\$1,132.86	\$1,510.48	\$1,888.10	N/A
Additional 3 yd	\$351.19	\$702.37	\$1,053.56	\$1,404.75	\$1,755.93	N/A
4 - Yard	\$503.49	\$1,006.98	\$1,510.47	\$2,013.96	\$2,517.45	N/A
Additional 4 yd	\$468.25	\$936.49	\$1,404.74	\$1,872.98	\$2,341.23	N/A
6 - Yard	\$755.24	\$1,510.48	\$2,265.72	\$3,020.96	\$3,776.20	N/A
Additional 6 yd	\$702.37	\$1,404.75	\$2,107.12	\$2,809.49	\$3,511.87	N/A
7 - Yard	\$881.11	\$1,762.22	\$2,643.33	\$3,524.44	\$4,405.55	N/A
Additional 7 yd	\$819.43	\$1,638.86	\$2,458.30	\$3,277.73	\$4,097.16	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$490.45	\$2,123.65	\$6,370.95
20 - Yard Open Top	\$699.78	\$3,030.05	\$9,090.14
30 - Yard Open Top	\$1,050.79	\$4,549.92	\$13,649.76
20 - Yard Compactor	\$1,400.73	\$6,065.16	\$18,195.48
<b>Ancillary Services</b>			
Delivery	\$98.59	N/A	N/A
Relocate	\$147.07	N/A	N/A
Flashers	\$49.20	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 5      3.50% % Rate Adjustment

MSW Rates: Rates Effective 7/1/24						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 64 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
96 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 96 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
<b>Bin Services</b>						
1 - Yard	\$130.28	\$260.56	\$390.84	\$521.12	\$651.40	N/A
Additional 1 yd	\$121.16	\$242.32	\$363.48	\$484.64	\$605.80	N/A
1.5 - Yard	\$195.43	\$390.86	\$586.29	\$781.72	\$977.15	N/A
Additional 1.5 yd	\$181.75	\$363.50	\$545.25	\$727.00	\$908.75	N/A
2 - Yard	\$260.56	\$521.12	\$781.68	\$1,042.24	\$1,302.80	N/A
Additional 2 yd	\$242.32	\$484.64	\$726.96	\$969.28	\$1,211.60	N/A
3 - Yard	\$390.84	\$781.68	\$1,172.52	\$1,563.36	\$1,954.20	N/A
Additional 3 yd	\$363.48	\$726.96	\$1,090.44	\$1,453.92	\$1,817.41	N/A
4 - Yard	\$521.11	\$1,042.22	\$1,563.33	\$2,084.44	\$2,605.55	N/A
Additional 4 yd	\$484.63	\$969.26	\$1,453.90	\$1,938.53	\$2,423.16	N/A
6 - Yard	\$781.67	\$1,563.34	\$2,345.01	\$3,126.68	\$3,908.35	N/A
Additional 6 yd	\$726.95	\$1,453.91	\$2,180.86	\$2,907.81	\$3,634.77	N/A
7 - Yard	\$911.95	\$1,823.90	\$2,735.85	\$3,647.80	\$4,559.75	N/A
Additional 7 yd	\$848.11	\$1,696.23	\$2,544.34	\$3,392.45	\$4,240.57	N/A

MSW Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$507.62	\$2,197.99	\$6,593.98
20 - Yard Open Top	\$724.27	\$3,136.09	\$9,408.27
30 - Yard Open Top	\$1,087.57	\$4,709.18	\$14,127.53
20 - Yard Compactor	\$1,449.76	\$6,277.46	\$18,832.38
<b>Ancillary Services</b>			
Delivery	\$102.04	N/A	N/A
Relocate	\$152.22	N/A	N/A
Flashers	\$50.92	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 1 Rates

ORGANICS Rates: Effective 7/1/20						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 64 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
96 - Gallon	\$56.75	\$113.50	\$170.25	\$227.00	\$283.75	N/A
Additional 96 gal	\$52.78	\$105.56	\$158.33	\$211.11	\$263.89	N/A
<b>Bin Services</b>						
1 - Yard	\$113.53	\$227.06	\$340.59	\$454.12	\$567.65	N/A
Additional 1 yd	\$105.58	\$211.17	\$316.75	\$422.33	\$527.91	N/A
1.5 - Yard	\$170.30	\$340.60	\$510.90	\$681.20	\$851.50	N/A
Additional 1.5 yd	\$158.38	\$316.76	\$475.14	\$633.52	\$791.90	N/A
2 - Yard	\$227.06	\$454.12	\$681.18	\$908.24	\$1,135.30	N/A
Additional 2 yd	\$211.17	\$422.33	\$633.50	\$844.66	\$1,055.83	N/A
3 - Yard	\$340.59	\$681.18	\$1,021.77	\$1,362.36	\$1,702.95	N/A
Additional 3 yd	\$316.75	\$633.50	\$950.25	\$1,266.99	\$1,583.74	N/A
4 - Yard	\$454.12	\$908.24	\$1,362.36	\$1,816.48	\$2,270.60	N/A
Additional 4 yd	\$422.33	\$844.66	\$1,266.99	\$1,689.33	\$2,111.66	N/A
6 - Yard	\$681.18	\$1,362.36	\$2,043.54	\$2,724.72	\$3,405.90	N/A
Additional 6 yd	\$633.50	\$1,266.99	\$1,900.49	\$2,533.99	\$3,167.49	N/A
7 - Yard	\$794.71	\$1,589.42	\$2,384.13	\$3,178.84	\$3,973.55	N/A
Additional 7 yd	\$739.08	\$1,478.16	\$2,217.24	\$2,956.32	\$3,695.40	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$442.36	\$1,915.42	\$5,746.26
20 - Yard Open Top	\$631.17	\$2,732.97	\$8,198.90
30 - Yard Open Top	\$947.76	\$4,103.80	\$12,311.40
<b>Ancillary Services</b>			
Delivery	\$88.93	N/A	N/A
Relocate	\$132.65	N/A	N/A
Flashers	\$44.38	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 2                      3.50% % Rate Adjustment

ORGANICS Rates: Effective 7/1/21						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 64 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
96 - Gallon	\$58.74	\$117.48	\$176.22	\$234.96	\$293.70	N/A
Additional 96 gal	\$54.63	\$109.26	\$163.88	\$218.51	\$273.14	N/A
<b>Bin Services</b>						
1 - Yard	\$117.50	\$235.00	\$352.50	\$470.00	\$587.50	N/A
Additional 1 yd	\$109.28	\$218.55	\$327.83	\$437.10	\$546.38	N/A
1.5 - Yard	\$176.26	\$352.52	\$528.78	\$705.04	\$881.30	N/A
Additional 1.5 yd	\$163.92	\$327.84	\$491.77	\$655.69	\$819.61	N/A
2 - Yard	\$235.01	\$470.02	\$705.03	\$940.04	\$1,175.05	N/A
Additional 2 yd	\$218.56	\$437.12	\$655.68	\$874.24	\$1,092.80	N/A
3 - Yard	\$352.51	\$705.02	\$1,057.53	\$1,410.04	\$1,762.55	N/A
Additional 3 yd	\$327.83	\$655.67	\$983.50	\$1,311.34	\$1,639.17	N/A
4 - Yard	\$470.01	\$940.02	\$1,410.03	\$1,880.04	\$2,350.05	N/A
Additional 4 yd	\$437.11	\$874.22	\$1,311.33	\$1,748.44	\$2,185.55	N/A
6 - Yard	\$705.02	\$1,410.04	\$2,115.06	\$2,820.08	\$3,525.10	N/A
Additional 6 yd	\$655.67	\$1,311.34	\$1,967.01	\$2,622.67	\$3,278.34	N/A
7 - Yard	\$822.52	\$1,645.04	\$2,467.56	\$3,290.08	\$4,112.60	N/A
Additional 7 yd	\$764.94	\$1,529.89	\$2,294.83	\$3,059.77	\$3,824.72	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$457.84	\$1,982.45	\$5,947.34
20 - Yard Open Top	\$653.26	\$2,828.62	\$8,485.85
30 - Yard Open Top	\$980.93	\$4,247.43	\$12,742.28
<b>Ancillary Services</b>			
Delivery	\$92.04	N/A	N/A
Relocate	\$137.29	N/A	N/A
Flashers	\$45.93	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 3 3.50% Rate Adjustment

ORGANICS Rates: Effective 7/1/22						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	N/A
Additional 64 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	N/A
96 - Gallon	\$60.80	\$121.59	\$243.18	\$364.77	\$486.36	N/A
Additional 96 gal	\$56.54	\$113.08	\$226.16	\$339.24	\$452.31	N/A
<b>Bin Services</b>						
1 - Yard	\$121.61	\$243.22	\$364.83	\$486.44	\$608.05	N/A
Additional 1 yd	\$113.10	\$226.19	\$339.29	\$452.39	\$565.49	N/A
1.5 - Yard	\$182.43	\$364.86	\$547.29	\$729.72	\$912.15	N/A
Additional 1.5 yd	\$169.66	\$339.32	\$508.98	\$678.64	\$848.30	N/A
2 - Yard	\$243.24	\$486.48	\$729.72	\$972.96	\$1,216.20	N/A
Additional 2 yd	\$226.21	\$452.43	\$678.64	\$904.85	\$1,131.07	N/A
3 - Yard	\$364.85	\$729.70	\$1,094.55	\$1,459.40	\$1,824.25	N/A
Additional 3 yd	\$339.31	\$678.62	\$1,017.93	\$1,357.24	\$1,696.55	N/A
4 - Yard	\$486.46	\$972.92	\$1,459.38	\$1,945.84	\$2,432.30	N/A
Additional 4 yd	\$452.41	\$904.82	\$1,357.22	\$1,809.63	\$2,262.04	N/A
6 - Yard	\$729.70	\$1,459.40	\$2,189.10	\$2,918.80	\$3,648.50	N/A
Additional 6 yd	\$678.62	\$1,357.24	\$2,035.86	\$2,714.48	\$3,393.11	N/A
7 - Yard	\$851.31	\$1,702.62	\$2,553.93	\$3,405.24	\$4,256.55	N/A
Additional 7 yd	\$791.72	\$1,583.44	\$2,375.15	\$3,166.87	\$3,958.59	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$473.86	\$2,051.81	\$6,155.44
20 - Yard Open Top	\$676.12	\$2,927.60	\$8,782.80
30 - Yard Open Top	\$1,015.26	\$4,396.08	\$13,188.23
<b>Ancillary Services</b>			
Delivery	\$95.26	N/A	N/A
Relocate	\$142.10	N/A	N/A
Flashers	\$47.54	N/A	N/A



# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 4 3.50% % Rate Adjustment

ORGANICS Rates: Effective 7/1/23						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 64 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
96 - Gallon	\$62.93	\$125.86	\$188.79	\$251.72	\$314.65	N/A
Additional 96 gal	\$58.52	\$117.05	\$175.57	\$234.10	\$292.62	N/A
<b>Bin Services</b>						
1 - Yard	\$125.87	\$251.74	\$377.61	\$503.48	\$629.35	N/A
Additional 1 yd	\$117.06	\$234.12	\$351.18	\$468.24	\$585.30	N/A
1.5 - Yard	\$188.82	\$377.64	\$566.46	\$755.28	\$944.10	N/A
Additional 1.5 yd	\$175.60	\$351.21	\$526.81	\$702.41	\$878.01	N/A
2 - Yard	\$251.75	\$503.50	\$755.25	\$1,007.00	\$1,258.75	N/A
Additional 2 yd	\$234.13	\$468.26	\$702.38	\$936.51	\$1,170.64	N/A
3 - Yard	\$377.62	\$755.24	\$1,132.86	\$1,510.48	\$1,888.10	N/A
Additional 3 yd	\$351.19	\$702.37	\$1,053.56	\$1,404.75	\$1,755.93	N/A
4 - Yard	\$503.49	\$1,006.98	\$1,510.47	\$2,013.96	\$2,517.45	N/A
Additional 4 yd	\$468.25	\$936.49	\$1,404.74	\$1,872.98	\$2,341.23	N/A
6 - Yard	\$755.24	\$1,510.48	\$2,265.72	\$3,020.96	\$3,776.20	N/A
Additional 6 yd	\$702.37	\$1,404.75	\$2,107.12	\$2,809.49	\$3,511.87	N/A
7 - Yard	\$881.11	\$1,762.22	\$2,643.33	\$3,524.44	\$4,405.55	N/A
Additional 7 yd	\$819.43	\$1,638.86	\$2,458.30	\$3,277.73	\$4,097.16	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$490.45	\$2,123.65	\$6,370.95
20 - Yard Open Top	\$699.78	\$3,030.05	\$9,090.14
30 - Yard Open Top	\$1,050.79	\$4,549.92	\$13,649.76
<b>Ancillary Services</b>			
Delivery	\$98.59	N/A	N/A
Relocate	\$147.07	N/A	N/A
Flashers	\$49.20	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 5 3.50% % Rate Adjustment

ORGANICS Rates: Effective 7/1/24						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 64 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
96 - Gallon	\$65.13	\$130.26	\$195.39	\$260.52	\$325.65	N/A
Additional 96 gal	\$60.57	\$121.14	\$181.71	\$242.28	\$302.85	N/A
<b>Bin Services</b>						
1 - Yard	\$130.28	\$260.56	\$390.84	\$521.12	\$651.40	N/A
Additional 1 yd	\$121.16	\$242.32	\$363.48	\$484.64	\$605.80	N/A
1.5 - Yard	\$195.43	\$390.86	\$586.29	\$781.72	\$977.15	N/A
Additional 1.5 yd	\$181.75	\$363.50	\$545.25	\$727.00	\$908.75	N/A
2 - Yard	\$260.56	\$521.12	\$781.68	\$1,042.24	\$1,302.80	N/A
Additional 2 yd	\$242.32	\$484.64	\$726.96	\$969.28	\$1,211.60	N/A
3 - Yard	\$390.84	\$781.68	\$1,172.52	\$1,563.36	\$1,954.20	N/A
Additional 3 yd	\$363.48	\$726.96	\$1,090.44	\$1,453.92	\$1,817.41	N/A
4 - Yard	\$521.11	\$1,042.22	\$1,563.33	\$2,084.44	\$2,605.55	N/A
Additional 4 yd	\$484.63	\$969.26	\$1,453.90	\$1,938.53	\$2,423.16	N/A
6 - Yard	\$781.67	\$1,563.34	\$2,345.01	\$3,126.68	\$3,908.35	N/A
Additional 6 yd	\$726.95	\$1,453.91	\$2,180.86	\$2,907.81	\$3,634.77	N/A
7 - Yard	\$911.95	\$1,823.90	\$2,735.85	\$3,647.80	\$4,559.75	N/A
Additional 7 yd	\$848.11	\$1,696.23	\$2,544.34	\$3,392.45	\$4,240.57	N/A

Yard Waste Roll off Services	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$507.62	\$2,197.99	\$6,593.98
20 - Yard Open Top	\$724.27	\$3,136.09	\$9,408.27
30 - Yard Open Top	\$1,087.57	\$4,709.18	\$14,127.53
<b>Ancillary Services</b>			
Delivery	\$102.04	N/A	N/A
Relocate	\$152.22	N/A	N/A
Flashers	\$50.92	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

### Year 1 Rates

RECYCLE Rates: Effective 7/1/20						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$51.08	\$102.15	\$153.23	\$204.30	\$255.38	N/A
Additional 64 gal	\$47.50	\$95.00	\$142.50	\$190.00	\$237.50	N/A
96 - Gallon	\$51.08	\$102.15	\$153.23	\$204.30	\$255.38	N/A
Additional 96 gal	\$47.50	\$95.00	\$142.50	\$190.00	\$237.50	N/A
<b>Bin Services</b>						
1 - Yard	\$102.18	\$204.35	\$306.53	\$408.71	\$510.89	N/A
Additional 1 yd	\$95.02	\$190.05	\$285.08	\$380.10	\$475.12	N/A
1.5 - Yard	\$153.27	\$306.54	\$459.81	\$613.08	\$766.35	N/A
Additional 1.5 yd	\$142.54	\$285.08	\$427.63	\$570.17	\$712.71	N/A
2 - Yard	\$204.35	\$408.71	\$613.06	\$817.42	\$1,021.77	N/A
Additional 2 yd	\$190.05	\$380.10	\$570.15	\$760.19	\$950.25	N/A
3 - Yard	\$306.53	\$613.06	\$919.59	\$1,226.12	\$1,532.66	N/A
Additional 3 yd	\$285.08	\$570.15	\$855.23	\$1,140.29	\$1,425.37	N/A
4 - Yard	\$408.71	\$817.42	\$1,226.12	\$1,634.83	\$2,043.54	N/A
Additional 4 yd	\$380.10	\$760.19	\$1,140.29	\$1,520.40	\$1,900.49	N/A
6 - Yard	\$613.06	\$1,226.12	\$1,839.19	\$2,452.25	\$3,065.31	N/A
Additional 6 yd	\$570.15	\$1,140.29	\$1,710.44	\$2,280.59	\$2,850.74	N/A
7 - Yard	\$715.24	\$1,430.48	\$2,145.72	\$2,860.96	\$3,576.20	N/A
Additional 7 yd	\$665.17	\$1,330.34	\$1,995.52	\$2,660.69	\$3,325.86	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$398.12	\$1,723.88	\$5,171.63
20 - Yard Open Top	\$568.05	\$2,459.67	\$7,379.01
30 - Yard Open Top	\$852.98	\$3,693.42	\$11,080.26
20 - Yard Compactor	\$1,137.03	\$4,923.35	\$14,770.06
<b>Ancillary Services</b>			
Delivery	\$80.04	N/A	N/A
Relocate	\$119.39	N/A	N/A
Flashers	\$39.94	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 2      3.50%      % Rate Adjustment**

RECYCLE Rates: Effective 7/1/21						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$52.87	\$105.73	\$158.60	\$211.46	\$264.33	N/A
Additional 64 gal	\$49.17	\$98.33	\$147.49	\$196.66	\$245.83	N/A
96 - Gallon	\$52.87	\$105.73	\$158.60	\$211.46	\$264.33	N/A
Additional 96 gal	\$49.17	\$98.33	\$147.49	\$196.66	\$245.83	N/A
<b>Bin Services</b>						
1 - Yard	\$105.75	\$211.50	\$317.25	\$423.00	\$528.75	N/A
Additional 1 yd	\$98.35	\$196.70	\$295.05	\$393.39	\$491.74	N/A
1.5 - Yard	\$158.63	\$317.27	\$475.90	\$634.54	\$793.17	N/A
Additional 1.5 yd	\$147.53	\$295.06	\$442.59	\$590.12	\$737.65	N/A
2 - Yard	\$211.51	\$423.02	\$634.53	\$846.04	\$1,057.55	N/A
Additional 2 yd	\$196.70	\$393.41	\$590.11	\$786.82	\$983.52	N/A
3 - Yard	\$317.26	\$634.52	\$951.78	\$1,269.04	\$1,586.30	N/A
Additional 3 yd	\$295.05	\$590.10	\$885.15	\$1,180.21	\$1,475.25	N/A
4 - Yard	\$423.01	\$846.02	\$1,269.03	\$1,692.04	\$2,115.05	N/A
Additional 4 yd	\$393.40	\$786.80	\$1,180.20	\$1,573.60	\$1,967.00	N/A
6 - Yard	\$634.52	\$1,269.04	\$1,903.55	\$2,538.07	\$3,172.59	N/A
Additional 6 yd	\$590.10	\$1,180.21	\$1,770.31	\$2,360.40	\$2,950.51	N/A
7 - Yard	\$740.27	\$1,480.54	\$2,220.80	\$2,961.07	\$3,701.34	N/A
Additional 7 yd	\$688.45	\$1,376.90	\$2,065.35	\$2,753.79	\$3,442.25	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$412.06	\$1,784.20	\$5,352.61
20 - Yard Open Top	\$587.93	\$2,545.75	\$7,637.26
30 - Yard Open Top	\$882.84	\$3,822.68	\$11,468.05
20 - Yard Compactor	\$1,176.83	\$5,095.68	\$15,287.03
<b>Ancillary Services</b>			
Delivery	\$82.84	N/A	N/A
Relocate	\$123.56	N/A	N/A
Flashers	\$41.34	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates Year 3                    3.50% % Rate Adjustment

RECYCLE Rates: Effective 7/1/22						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$54.72	\$109.43	\$218.86	\$328.29	\$437.72	N/A
Additional 64 gal	\$50.89	\$101.77	\$203.54	\$305.32	\$407.08	N/A
96 - Gallon	\$54.72	\$109.43	\$218.86	\$328.29	\$437.72	N/A
Additional 96 gal	\$50.89	\$101.77	\$203.54	\$305.32	\$407.08	N/A
<b>Bin Services</b>						
1 - Yard	\$109.45	\$218.90	\$328.35	\$437.80	\$547.25	N/A
Additional 1 yd	\$101.79	\$203.57	\$305.36	\$407.15	\$508.94	N/A
1.5 - Yard	\$164.19	\$328.37	\$492.56	\$656.75	\$820.94	N/A
Additional 1.5 yd	\$152.69	\$305.39	\$458.08	\$610.78	\$763.47	N/A
2 - Yard	\$218.92	\$437.83	\$656.75	\$875.66	\$1,094.58	N/A
Additional 2 yd	\$203.59	\$407.19	\$610.78	\$814.37	\$1,017.96	N/A
3 - Yard	\$328.37	\$656.73	\$985.10	\$1,313.46	\$1,641.83	N/A
Additional 3 yd	\$305.38	\$610.76	\$916.14	\$1,221.52	\$1,526.90	N/A
4 - Yard	\$437.81	\$875.63	\$1,313.44	\$1,751.26	\$2,189.07	N/A
Additional 4 yd	\$407.17	\$814.34	\$1,221.50	\$1,628.67	\$2,035.84	N/A
6 - Yard	\$656.73	\$1,313.46	\$1,970.19	\$2,626.92	\$3,283.65	N/A
Additional 6 yd	\$610.76	\$1,221.52	\$1,832.27	\$2,443.03	\$3,053.80	N/A
7 - Yard	\$766.18	\$1,532.36	\$2,298.54	\$3,064.72	\$3,830.90	N/A
Additional 7 yd	\$712.55	\$1,425.10	\$2,137.64	\$2,850.18	\$3,562.73	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$426.47	\$1,846.63	\$5,539.90
20 - Yard Open Top	\$608.51	\$2,634.84	\$7,904.52
30 - Yard Open Top	\$913.73	\$3,956.47	\$11,869.40
20 - Yard Compactor	\$1,218.02	\$5,274.04	\$15,822.13
<b>Ancillary Services</b>			
Delivery	\$85.73	N/A	N/A
Relocate	\$127.89	N/A	N/A
Flashers	\$42.79	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 4                      3.50% % Rate Adjustment**

RECYCLE Rates: Effective 7/1/23						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$56.64	\$113.27	\$169.91	\$226.55	\$283.19	N/A
Additional 64 gal	\$52.67	\$105.35	\$158.01	\$210.69	\$263.36	N/A
96 - Gallon	\$56.64	\$113.27	\$169.91	\$226.55	\$283.19	N/A
Additional 96 gal	\$52.67	\$105.35	\$158.01	\$210.69	\$263.36	N/A
<b>Bin Services</b>						
1 - Yard	\$113.28	\$226.57	\$339.85	\$453.13	\$566.42	N/A
Additional 1 yd	\$105.35	\$210.71	\$316.06	\$421.42	\$526.77	N/A
1.5 - Yard	\$169.94	\$339.88	\$509.81	\$679.75	\$849.69	N/A
Additional 1.5 yd	\$158.04	\$316.09	\$474.13	\$632.17	\$790.21	N/A
2 - Yard	\$226.58	\$453.15	\$679.73	\$906.30	\$1,132.88	N/A
Additional 2 yd	\$210.72	\$421.43	\$632.14	\$842.86	\$1,053.58	N/A
3 - Yard	\$339.86	\$679.72	\$1,019.57	\$1,359.43	\$1,699.29	N/A
Additional 3 yd	\$316.07	\$632.13	\$948.20	\$1,264.28	\$1,580.34	N/A
4 - Yard	\$453.14	\$906.28	\$1,359.42	\$1,812.56	\$2,265.71	N/A
Additional 4 yd	\$421.43	\$842.84	\$1,264.27	\$1,685.68	\$2,107.11	N/A
6 - Yard	\$679.72	\$1,359.43	\$2,039.15	\$2,718.86	\$3,398.58	N/A
Additional 6 yd	\$632.13	\$1,264.28	\$1,896.41	\$2,528.54	\$3,160.68	N/A
7 - Yard	\$793.00	\$1,586.00	\$2,379.00	\$3,172.00	\$3,965.00	N/A
Additional 7 yd	\$737.49	\$1,474.97	\$2,212.47	\$2,949.96	\$3,687.44	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$441.41	\$1,911.28	\$5,733.85
20 - Yard Open Top	\$629.80	\$2,727.04	\$8,181.13
30 - Yard Open Top	\$945.71	\$4,094.93	\$12,284.79
20 - Yard Compactor	\$1,260.66	\$5,458.64	\$16,375.93
<b>Ancillary Services</b>			
Delivery	\$88.73	N/A	N/A
Relocate	\$132.36	N/A	N/A
Flashers	\$44.28	N/A	N/A

# Oakland Unified School District

## Appendix B Including Additional Bin Rates

**Year 5                      3.50% % Rate Adjustment**

RECYCLE Rates: Effective 7/1/24						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
<b>Cart Services</b>						
64 - Gallon	\$58.62	\$117.23	\$175.85	\$234.47	\$293.09	N/A
Additional 64 gal	\$54.51	\$109.03	\$163.54	\$218.05	\$272.57	N/A
96 - Gallon	\$58.62	\$117.23	\$175.85	\$234.47	\$293.09	N/A
Additional 96 gal	\$54.51	\$109.03	\$163.54	\$218.05	\$272.57	N/A
<b>Bin Services</b>						
1 - Yard	\$117.25	\$234.50	\$351.76	\$469.01	\$586.26	N/A
Additional 1 yd	\$109.04	\$218.09	\$327.13	\$436.18	\$545.22	N/A
1.5 - Yard	\$175.89	\$351.77	\$527.66	\$703.55	\$879.44	N/A
Additional 1.5 yd	\$163.58	\$327.15	\$490.73	\$654.30	\$817.88	N/A
2 - Yard	\$234.50	\$469.01	\$703.51	\$938.02	\$1,172.52	N/A
Additional 2 yd	\$218.09	\$436.18	\$654.26	\$872.35	\$1,090.44	N/A
3 - Yard	\$351.76	\$703.51	\$1,055.27	\$1,407.02	\$1,758.78	N/A
Additional 3 yd	\$327.13	\$654.26	\$981.40	\$1,308.53	\$1,635.67	N/A
4 - Yard	\$469.00	\$938.00	\$1,407.00	\$1,876.00	\$2,345.00	N/A
Additional 4 yd	\$436.17	\$872.33	\$1,308.51	\$1,744.68	\$2,180.84	N/A
6 - Yard	\$703.50	\$1,407.01	\$2,110.51	\$2,814.01	\$3,517.52	N/A
Additional 6 yd	\$654.26	\$1,308.52	\$1,962.77	\$2,617.03	\$3,271.29	N/A
7 - Yard	\$820.76	\$1,641.51	\$2,462.27	\$3,283.02	\$4,103.78	N/A
Additional 7 yd	\$763.30	\$1,526.61	\$2,289.91	\$3,053.21	\$3,816.51	N/A

Recycle Roll off Service	Cost for On-Call Pickup	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
<b>Roll Off Services</b>			
14 - Yard Open Top	\$456.86	\$1,978.20	\$5,934.59
20 - Yard Open Top	\$651.84	\$2,822.48	\$8,467.44
30 - Yard Open Top	\$978.81	\$4,238.26	\$12,714.78
20 - Yard Compactor	\$1,304.78	\$5,649.71	\$16,949.14
<b>Ancillary Services</b>			
Delivery	\$91.84	N/A	N/A
Relocate	\$137.00	N/A	N/A
Flashers	\$45.83	N/A	N/A

## Oakland Unified School District

### Ancillary Service Rates - Year 1 Effective 7/1/20

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$122.16	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$95.28	per bin per service
Lock	Lock sales	\$34.24	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$27.04	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$85.15	per occurrence
Overage Carts	Excess material outside of cart	\$70.00	per occurrence
Overage Bins	Excess material outside of bin	\$150.00	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$21.63	\$19.47	\$21.63
96 - Gallon	\$21.63	\$19.47	\$21.63
<b>Bin Services</b>			
1 - Yard	\$43.26	\$38.93	\$43.26
1.5 - Yard	\$62.72	\$56.45	\$62.72
2 - Yard	\$86.53	\$77.88	\$86.53
3 - Yard	\$110.28	\$99.25	\$110.28
4 - Yard	\$173.06	\$155.75	\$173.06
6 - Yard	\$259.59	\$233.63	\$259.59
7 - Yard	\$283.98	\$255.58	\$283.98
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$107.08	per trip



## Oakland Unified School District

### Appendix B - Ancillary Services

**3.50% Rate Adjustment - Year 2**

**Effective 7/1/21**

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$126.44	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$98.61	per bin per service
Lock	Lock sales	\$35.44	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$27.99	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$88.13	per occurrence
Overage Carts	Excess material outside of cart	\$72.45	per occurrence
Overage Bins	Excess material outside of bin	\$155.25	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$22.39	\$20.15	\$22.39
96 - Gallon	\$22.39	\$20.15	\$22.39
<b>Bin Services</b>			
1 - Yard	\$44.77	\$40.29	\$44.77
1.5 - Yard	\$64.92	\$58.43	\$64.92
2 - Yard	\$89.56	\$80.60	\$89.56
3 - Yard	\$114.14	\$102.73	\$114.14
4 - Yard	\$179.12	\$161.21	\$179.12
6 - Yard	\$268.68	\$241.81	\$268.68
7 - Yard	\$293.92	\$264.53	\$293.92
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$110.83	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services

3.50% Rate Adjustment - Year 3

Effective 7/1/22

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$130.87	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$102.06	per bin per service
Lock	Lock sales	\$36.68	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$28.97	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$91.21	per occurrence
Overage Carts	Excess material outside of cart	\$74.99	per occurrence
Overage Bins	Excess material outside of bin	\$160.68	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$23.17	\$20.85	\$23.17
96 - Gallon	\$23.17	\$20.85	\$23.17
<b>Bin Services</b>			
1 - Yard	\$46.34	\$41.71	\$46.34
1.5 - Yard	\$67.19	\$60.47	\$67.19
2 - Yard	\$92.69	\$83.42	\$92.69
3 - Yard	\$118.13	\$106.32	\$118.13
4 - Yard	\$185.39	\$166.85	\$185.39
6 - Yard	\$278.08	\$250.27	\$278.08
7 - Yard	\$304.21	\$273.79	\$304.21
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$114.71	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services

3.50% Rate Adjustment - Year 4

Effective 7/1/23

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$135.45	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$105.63	per bin per service
Lock	Lock sales	\$37.96	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$29.98	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$94.40	per occurrence
Overage Carts	Excess material outside of cart	\$77.61	per occurrence
Overage Bins	Excess material outside of bin	\$166.30	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$23.98	\$21.58	\$23.98
96 - Gallon	\$23.98	\$21.58	\$23.98
<b>Bin Services</b>			
1 - Yard	\$47.96	\$43.16	\$47.96
1.5 - Yard	\$69.54	\$62.59	\$69.54
2 - Yard	\$95.93	\$86.34	\$95.93
3 - Yard	\$122.26	\$110.03	\$122.26
4 - Yard	\$191.88	\$172.69	\$191.88
6 - Yard	\$287.81	\$259.03	\$287.81
7 - Yard	\$314.86	\$283.37	\$314.86
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$118.72	per trip

## Oakland Unified School District

### Appendix B - Ancillary Services 3.50% Rate Adjustment - Year 5 Effective 7/1/24

Commercial	Definition	Rate	Rate Frequency
Cleaning	Container cleaning service	\$140.19	per hour
Delivery, Exchange and Removal	Container placement from or to customer's location	\$109.33	per bin per service
Lock	Lock sales	\$39.29	per unit
Bad/Returned Check	Insufficient Funds/Notice from Customers Bank	\$25.00	per occurrence
Contamination Carts	Contaminated recycling and organics carts	\$31.03	per occurrence
Contamination Bins	Contaminated recycling and organics bins	\$97.70	per occurrence
Overage Carts	Excess material outside of cart	\$80.33	per occurrence
Overage Bins	Excess material outside of bin	\$172.12	per occurrence

Extra Pick up Service	MSW on Regular Service Day	Recycle on Regular Service Day	Organics on Regular Service Day
<b>Cart Services</b>			
64 - Gallon	\$24.82	\$22.34	\$24.82
96 - Gallon	\$24.82	\$22.34	\$24.82
<b>Bin Services</b>			
1 - Yard	\$49.64	\$44.68	\$49.64
1.5 - Yard	\$71.97	\$64.77	\$71.97
2 - Yard	\$99.29	\$89.36	\$99.29
3 - Yard	\$126.54	\$113.89	\$126.54
4 - Yard	\$198.60	\$178.74	\$198.60
6 - Yard	\$297.88	\$268.09	\$297.88
7 - Yard	\$325.88	\$293.29	\$325.88
Extra /Trip charge on non-service day (To be added to MSW extra pick up)		\$122.88	per trip

Exhibit C

**Exhibit C**

**RECYCLABLES AND ORGANICS SPECIFICATIONS**

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* These materials may be deemed Recyclables upon written consent of Contractor, which may be withdrawn upon notice to District if there is no commercially viable market.

**ADDITIONAL SPECIFICATIONS:**

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or

regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon 30 days' advance notice to District, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value. Contractor will provide documentation so District to evidence the above.

**ORGANICS SPECIFICATIONS:**

“Organics” means Food Waste and Green Waste. Organics does not include items defined herein as Excluded Materials. “Food Waste” means solid waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products. “Green Waste” means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organics container utilized by the District. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, and other forms of vegetative waste.

Exhibit D





**WASTE MANAGEMENT of  
ALAMEDA COUNTY, INC.**

172 98<sup>th</sup> Avenue  
Oakland, CA 94603  
(510) 383-2404

June 16, 2020

Oakland Unified School District  
Roland Broach, Director of Custodial Services  
Department of Custodial Services  
900 High Street  
Oakland, CA 94601

Dear Mr. Broach,

This letter confirms that for the term of July 1, 2020 to June 30, 2021, Waste Management consents to hauling cartons and aseptic containers placed in Oakland Unified School District recycling bins. Waste Management and Oakland Unified School District will meet and confer regarding the continuation of this consent beyond the stated term.

Sincerely,

[Signature]

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

[bskolnic@wm.com](mailto:bskolnic@wm.com)  
510-613-2112

**THINK GREEN®**



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)  
12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF ALAMEDA COUNTY 172 98TH AVENUE OAKLAND CA 94603	INSURER B : Indemnity Insurance Co of North America	43575
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D : ACE Property & Casualty Insurance Co	20699
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 3481002**      **REVISION NUMBER: XXXXXXXX**

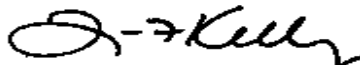
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C66043058 (AOS) WLR C66043010 (AZ,CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF OAKLAND UNIFIED SCHOOL DISTRICT, THE STATE OF CALIFORNIA AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, CONSULTANTS AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

<b>3481002</b>  OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Custodial Services Department	<b>Site</b>	
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

<b>Contractor Name</b>	Waste Management of Alameda Co, Inc.	<b>Agency's Contact</b>	Barry Skolnick
<b>OUSD Vendor ID #</b>	006139	<b>Title</b>	President
<b>Street Address</b>	172 98 <sup>th</sup> Avenue	<b>City</b>	Oakland
<b>Telephone</b>	510-383-2404	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>OUSD Project #</b>	00918	<b>Zip</b>	94603

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	7-1-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	6-30-2023

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$9,750,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Year</b>	\$3,250,000.00	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
0000	Gen Purpose, Utilities, Disposal Svc	010-0000-0-9000-8213-5515-999-9990-1158-9999-99999	5515	\$1,625,000.00
0000	Gen Purpose, Utilities, Recycle,	010-0000-0-9000-8213-5517-999-9990-1158-9999-99999	5517	\$1,625,000.00

**Approval and Routing (In order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Director, Custodial Services Department</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>	6/19/2020		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>	6/19/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>	6/19/20		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
	<b>President, Board of Education</b>				

5.	Signature	Date Approved	
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