

## Attachment A to SG1 Best and Final Offer Terms

### CONTRACTOR Liquidated Damages Payments

1	Failure to <del>accurately maintain and</del> timely submit <u>or make available</u> to CITY <del>all</del> documents and reports <u>as</u> required under the provisions of this Contract (Various Sections).	\$100 per incident per day
2	Failure to <del>provide accurate and timely</del> <u>correct identified</u> billing <del>services errors as required in</del> Article 7.	<del>\$400</del> <u>10</u> per incident per day <u>billing cycle, capped at \$100,000 per billing cycle</u>
3	Failure to pay the amount due to the Residential Recycling Contractor within the time period set forth herein after receiving invoice approval from CITY (Section 7.14).	\$250 per incident per day
4	Failure to remit the Franchise Fee and other payments to CITY by the 15 <sup>th</sup> of each month (Section 7.20).	\$250 per incident per day
<del>5</del>	<del>Failure to maintain the insurance provisions in the manner set out in this Contract (Article 25).</del>	<del>\$500 per incident per day</del>
6	Failure to provide timely transition documents or meet transition requirements (Section 6.19).	\$300 per item per day
7	<del>Failure to respond to each complaint or service request within the time set forth in this Contract (Section 21.01.2).</del>	<del>\$150 per incident per day</del>
8	Failure to notify CITY daily of all situations that prevent or hinder Collection from any CITY Facility, unless otherwise directed by CITY (Section 12.01.4.1).	\$100 per day

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9	Failure to Collect or otherwise recover <u>within the time set forth in Section 21.01.2</u> materials that are set out for Collection including materials that have been rejected but where a Non-Collection Notice was not provided <del>by close of the next Work Day upon notice to CONTRACTOR (Articles 9, 10, 11 and 12)</del> <u>which exceeds one (1) such failures per 1,000 services per service category (e.g., Mixed Materials, Organics) per service sector (SFD, MFD, Commercial) per month, or which exceeds twenty-five (25) such failures per 1,000 services per month for Bulky.</u>	\$150 per incident per day
10	Failure to service, repair, maintain, or replace street litter Containers ( <u>as provided in</u> Section 12.02) <u>which exceeds 5 such failures per week.</u>	<del>\$150</del> 50 per incident per day
11	Missed or incomplete <u>SFD Residential</u> Collection at the same Service address for: Two consecutive scheduled Collections Three of six scheduled Collections Eight Collections in six months Twelve Collections in twelve months (Article <del>s</del> <u>9, 10, 11, and 12</u> ).	<del>\$250</del> 50 per incident \$250 per incident \$500 per incident \$1,000 per incident
12	Failure to repair or replace, deliver, remove or exchange damaged, missing or abandoned Carts or Bins within the time required by this Contract (Sections 6.06.4 through 6.06.9.3) <u>which exceeds 10 such failures per week.</u>	\$150 per incident per day
13	Failure to <u>commence</u> clean-up <u>of</u> spills, leaks, or litter caused by CONTRACTOR <del>within two (2) hours of by</del> <u>end of Work Day, upon</u> notification from CITY (Section 6.15).	<del>\$500</del> 300 per incident
14	Failure to properly return empty Carts or Bins to the point of Collection, upright with lids closed and locks secured, <del>and in a location that avoids pedestrian or vehicular traffic impediments. (Section 6.04)</del> <u>as required by Section 6.04, which exceeds 50 such failures per month.</u>	\$150 per incident per day

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15	Failure to answer a Customer call within five (5) rings (Section 16.02.2). <u>"Answer" includes any method of picking up Customer calls, including recorded greetings.</u>	<del>\$150</del> 50 per incident
16	Customer on-hold wait time, based on a <del>weekly</del> daily average that is: <ul style="list-style-type: none"> <li>Greater than three minutes and up to four minutes</li> <li>Greater than four minutes and up to five minutes</li> <li>Over five minutes</li> </ul> (Section 16.02.3).	<del>\$1,000</del> 450 per <del>week</del> day <del>\$2,000</del> 300 per <del>week</del> day <del>\$3,000</del> 450 per <del>week</del> day
17	Failure to return a Customer voice message or respond to a Customer e-mail by the close of the Work Day following the day the voice message or e-mail is received (Section 16.02.6) <u>provided it is received by 6:00 p.m.</u>	\$150 per incident per day
18	Failure to make Extra Service Tags available to Customers in the manner set out by this Contract (Section 6.09).	\$150 per incident per day
19	Failure to begin Collection Service <u>within 7 work days by the next regularly scheduled Collection day</u> for a new customer account, or receipt of an application for premium backyard Collection, exempt backyard Collection programs or the curbside placement exemption <del>program (Section 9.01.4, 9.01.5, 9.01.6, and 9.01.7).</del> <u>within the time required by Section 6.06.4, which exceeds 20 such failures per calendar quarter.</u>	\$150 per incident per day
20	<del>Failure to collect Sharps in the manner set out in this Contract (Sections 9.06 and 10.06).</del>	<del>\$150 per incident per day</del>
21	<del>Failure to collect HHW in the manner set out in this Contract (Sections 9.07 and 10.07).</del>	<del>\$150 per incident per day</del>
22	Failure to provide delivery of compost within <del>three (3) Work Days upon request</del> <u>the times required</u> by <del>CITY</del> (Section 12.09).	\$150 per incident per day

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23	Failure to maintain Collection vehicles <del>in a clean and sanitary manner and pursuant to display CONTRACTOR'S name and Customer Service phone number</del> Article 14.	\$150 per incident per day
24	Failure to mark and label Carts, Bins and Roll-Off Boxes; to inspect, clean and maintain metal Bins, Compactors or Roll-Off Boxes in a clean and sanitary manner (Section 6.06.1, 6.06.2, 6.06.3, and 14.10) <u>which exceeds 100 such failures annually.</u>	\$150 per incident per day
25	Failure to meet vehicle noise requirements (Section 14.06).	\$100 per incident per day
26	<del>Failure to comply with State of California Vehicle Code, including covering loads and adherence to collection vehicle weight restrictions (Section 14.15 and 14.16).</del>	<del>\$500 per incident</del>
27	Commingling Mixed Materials, Organic Materials, or Recyclable Materials with other material types, <del>or of CITY materials with materials collected in another city</del> prior to delivery to the designated processing facility, <u>except as permitted in the Contract</u> (Section 6.14).	\$500 per incident
28	Failure to ensure that a vehicle operator is properly licensed (Section 33.01.4).	\$500 per incident per day
29	Failure to maintain office and call center hours as required by this Contract (Section 15.01).	\$100 per incident per day
30	Failure to maintain Collection hours and days as required by this Contract (Section 6.02).	\$250 per incident per day
31	Failure to have CONTRACTOR personnel in proper uniform (Section 33.01.3).	\$250 per incident per day
32	Failure to repair damage or compensate CITY for damage to CITY property, including all City structures, public roadways and sidewalks caused by CONTRACTOR or its personnel (Section 26.11).	\$500 per incident
33	Changing <del>a residential Customer's the</del> Collection day <u>of ten (10) percent or more of the Service Addresses on a Residential Route</u> without proper authorization by the Contract <u>Manager and proper notification to the Service Addresses</u> (Section 13.02).	<del>\$500</del> <u>\$5,000 per route</u> per incident <del>per day</del>

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34	Failure to provide adequate primary and alternate capacity to accept and process Mixed Materials, Recyclable Materials or Organic Materials (Sections 6.12.3, 6.12.4 and 6.12.5).	\$500 per day
35	Failure to provide a transfer station or Processing facility for City Delivered Materials (Section 12.07).	\$500 per day
36	Failure to respond timely to CITY requests for services or information (Section 22.02).	\$150 per incident
37	Disposal of Recyclable Materials or Organic Materials in the Disposal Facility without first obtaining the required permission of CITY (Sections 6.12.4 and 6.12.5).	\$1,000 per load
38	Failure to deliver any Collected materials to CITY approved Disposal Facility, Mixed Materials Processing Facility, Materials Recovery Facility, or Organic Materials Processing Facility, as appropriate, except as otherwise expressly provided in this Contract (Sections 6.12.3, 6.12.4, and 6.12.5).	\$5,000 per load
39	Delivery to the Disposal Facility of any Garbage or Mixed Materials Collected outside of CITY boundaries of Oakland commingled with that Collected as part of this Contract, without advance written permission from CITY (Section 6.14.2).	\$5,000 each delivery
40	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection day (Sections 9.01.2, 10.01.1, 11.01.2 and 12.01.3).	<del>\$5,000</del> <u>\$1,000</u> for each route not completed
41	Transferring loads on CITY streets except as otherwise expressly provided in this Contract (Section 6.03).	\$150 per incident
42	Failure to provide Customers the payment methods for billings in the manner set out in this Contract (Section 7.11).	\$150 per incident per day
43	Failure to provide Mayor and City Council Roll-Off Box within <del>105</del> calendar days of a request by the Mayor or Council Office (Section 12.03.2).	\$150 per incident per day

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44	Changing <del>route</del> <u>the Collection day of less than ten (10) percent of the Service Addresses on a Residential Collection route</u> without proper notification to <del>CITY or Customers</del> <u>the Service Addresses and Contract Manager</u> , as appropriate (Section 13.02).	\$500 per <del>incident</del> <u>route</u> per day
45	Failure to conduct route audits and report results to CITY in a timely manner (Section 13.04).	\$150 per audit per day
46	Failure to maintain the capability of responding to telephone calls in English, Chinese (Cantonese), Vietnamese, Spanish, and such other languages as reasonably may be directed by CITY and TDD Services at all times (Section 16.04).	\$150.00 per day
47	Failure to comply with the public outreach standards in the manner set out in <del>this Contract (Article 17)</del> <u>Sections 7.01.2 – 17.10.</u>	\$150.00 per incident per <u>day for time-related standards</u> <u>\$5,000 per incident for other standards not time-related</u>
48	Failure to cure non-compliance with the provisions of this Contract in the manner and time set forth in the Contract (Various Sections), exclusive of other specific Liquidated Damages listed herein.	\$150.00 per incident per day
49	Failure to comply with 50% local hire preference for Oakland residents provision for new employees (Article 55) herein.	\$5000 per position annually
50	Failure to maintain number of Oakland residents in workforce as proposed in (Article 55).	\$5000 per position annually
51	Failure to comply with commitment to train and hire local disadvantaged workers (Article 55).	\$5000 per position annually
52	Failure to maintain Local Business Presence and Participation (Article 54).	\$5000 annually
53	Failure to comply with worker retention requirements (Article 52).	\$5000 per position