



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

October 14, 2020

### **NOTICE OF REQUEST FOR PROPOSALS FOR THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF HACIENDA HEIGHTS (BRC0000052)**

Please take notice that Public Works requests proposals for the Exclusive Franchise Contract for the Area of Hacienda Heights (BRC0000052). This contract has been designed to have a potential maximum contract term of 11 years, consisting of an initial 7-year term and potential additional two 2-year option renewals. The annual residential franchise revenues are estimated to be \$5 million and annual Task 2 amount is estimated at \$200,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Mr. David Pang at (626) 458-7167 or [dpang@pw.lacounty.gov](mailto:dpang@pw.lacounty.gov), or Mr. Danny Medina at (626) 458-4080 or [dmedina@pw.lacounty.gov](mailto:dmedina@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

Please check the website frequently for any changes to this solicitation. All addenda and informational updates will be posted at <http://pw.lacounty.gov/brcd/servicecontracts>.

#### **"Do Business with Public Works" Website Registration**

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

#### **Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise**

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE,

DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have 3 years of experience collecting and managing refuse, recyclable materials, and green waste from single-family and multifamily residences. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
2. Proposer must possess the required valid Waste Collector Permit naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee issued by the County of Los Angeles Department of Public Health at the time of proposal submission. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
3. Proposer must also submit a Proposal Guaranty as outlined in Part I, Section 3.A.15., Proposal Guaranty. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Please note that Proposers are responsible for independently investigating service areas prior to proposal submission. No Proposers' conference will be held.

The deadline to submit proposals is Monday, November 9, 2020, at 5:30 p.m. Please direct your questions to Mr. Pang or Mr. Medina.

### **Electronic Submission of Proposals**

Proposals must be submitted electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, CDs, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

**Follow us on Twitter:**

We encourage you to follow us on Twitter @LACoPublicWorks for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA  
Director of Public Works



SHARI AFSHARI  
Deputy Director

DP:ss  
P:\EPPUB\SEC\BRCD\HACIENDA HEIGHTS RFP NOTICE 10-14-20.DOC

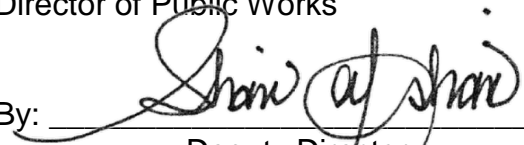
Enc.

bc: Environmental Programs (Skye w/o enc., Holland, Milewski, Wong)

**LOS ANGELES COUNTY**  
**PUBLIC WORKS**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**THE EXCLUSIVE FRANCHISE CONTRACT FOR THE**  
**AREA OF HACIENDA HEIGHTS (BRC0000052)**



Approved October 14, 2020  
MARK PESTRELLA  
Director of Public Works

By:   
Deputy Director

REQUEST FOR PROPOSALS  
FOR  
THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF  
HACIENDA HEIGHTS (BRC0000052)

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PART I  
REQUEST FOR PROPOSALS

SECTION 1

SUMMARY

Los Angeles County Public Works (Public Works), acting on behalf of the County of Los Angeles (County), requests proposals for the Exclusive Contract for the Service Area, Hacienda Heights (Contract), which includes *two separate and distinct* services:

1. **Task 1: Weekly, automated curbside collection in plastic carts, processing and disposal of residential, certain multi-family and commercial premises refuse, recyclables, and green waste in carts, paid by customers and subject to a franchise fee, and**
2. **Task 2: Collection, transportation, and processing and disposal of abandoned waste discarded in public right-of-way paid by County from its Road Fund, not subject to a franchise fee.**

Services may commence as early as April 1, 2021, for the area of Hacienda Heights; or thereafter as directed by the Director of Public Works (Director).

Subject to the right of the Los Angeles County Board of Supervisors (Board) to make the ultimate decisions concerning the award of contracts, County intends to award the Contract to the highest-rated Proposer based on the evaluation criteria applicable to Task 1 and Task 2, as set-forth in Part I, Section 5.E, Evaluation Criteria, whose proposal provides the most beneficial program and price relative to Task 1 and Task 2, with all other factors considered.

As specified in the Request for Proposal (RFP), the integrated Contract covering both Task 1 and Task 2 services will be awarded based on determination of the highest-rated Proposer with respect to the Task 1 and Task 2 proposal and services. The recommended Proposer shall be awarded the entire Contract, including Task 1 and Task 2, and shall perform both tasks pursuant to the terms set forth in Part II, Sample Contract. Please note, County, not Customers, will pay Contractor for its services with respect to Task 2.

It is the responsibility of the Proposer to read Part II of the Contract, in its entirety including, but not limited, to Scope of Services and Specifications (Part II, Section 3), Service Standards (Part II, Section 4), Task 1 Services (Part II, Exhibit 3A1), Task 2 Services (Part II, Exhibit 3A2), Additional Services (Part II, Exhibit 3A3), and all performance obligations prescribed in the Contract. Proposers must consider full and timely satisfaction of those performance obligations.

County will pay Contractor's compensation for Task 2 from its Road Fund. Task 2 will not be funded by the subscription fees collected from Franchise residents. County does not grant Contractor a franchise fee to provide abandoned waste collection.

**Proposers are responsible for independently investigating service conditions in the service area prior to proposal submission.**

## SECTION 2

### INTRODUCTION

A. Proposers' Conference

No Proposers' Conference will be held.

B. Minimum Mandatory Requirements

Interested and qualified Proposers who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a Proposal, provided they meet the following requirement(s) at the time of Proposal submission:

1. Proposer must have three years of experience collecting and managing refuse, recyclable materials, and green waste from single-family and multifamily residences. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
2. Proposer must possess the required valid Waste Collector Permit naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee issued by the County of Los Angeles Department of Public Health at the time of proposal submission. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
3. Proposer must also submit a Proposal Guaranty as outlined in Part I, Section 3.A.15., Proposal Guaranty. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

C. Contract Analyst

Proposers are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed to:

Los Angeles County Public Works  
Business Relations and Contracts Division - 8th Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460

Attention Mr. David Pang  
E-Mail: [dpang@pw.lacounty.gov](mailto:dpang@pw.lacounty.gov)  
Telephone: (626) 458-7167

Residential Franchise-Hacienda Heights  
(BRC0000052)

Or

Attention Mr. Danny Medina  
E-Mail: [dmedina@pw.lacounty.gov](mailto:dmedina@pw.lacounty.gov)  
Telephone: (626) 458-4080

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the Contract Analyst named in the Notice of RFP and above, regarding this solicitation, the County, in its sole determination, may disqualify their Proposal from further consideration.

D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contract and/or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202).

E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the Proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. All addenda and informational updates will be posted at <http://pw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). The successful Proposer should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with  
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the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. Indemnification and Insurance

The successful Proposer will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

I. Injury and Illness Prevention Program

The successful Proposer will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

J. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFP.

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than

\$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference programs to exceed 15 percent or \$150,000 in response to any County solicitation. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

1. Local Small Business Enterprise (LSBE) Preference Program
  - a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of

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General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- b. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

## 2. Social Enterprise (SE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
  - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
  - ii. A business certified by the DCBA as an SE.
- b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- c. Further information on SE also available on the DCBA's website at: <http://dcba.lacounty.gov>

## 3. Disabled Veteran Business Enterprise (DVBE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with

Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- i. A business which is certified by the State of California as a DVBE; or
  - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
  - iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
  - c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
  - d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
  - e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <http://www.vetbiz.gov>.

M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. The proposed Contract will only be awarded to the entity that submitted the Proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its Proposal/bid from any further consideration.



N. Prompt Payment Program

It is the intent of the County that Certified Local SBE receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

O. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective Contractors certify either that:

1. They have determined now that they do not receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County Contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

P. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFP by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

2. Requirements for Proposals are explained in Part I of this RFP.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times for the submission of Proposals are set forth in the Notice of Request for Proposals.

Q. Security and Background Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

R. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

S. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than 10 days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

When requested by the County, the Contractor shall provide a copy of their invoice, which includes expenditure information for subcontractors utilized for Contract work which provides information requested by the County, including but not limited to: subcontractor name, business address, telephone number, email address, each subcontractor's Local Small Business Enterprise (SBE) status, Social Enterprise (SE) status, and/or Disabled Veterans Business Enterprise (DVBE) status, as applicable, and the actual monetary amount of the Contract work the subcontractor has performed.

This information shall be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director of Public Works, or his designee, the Contractor is deemed to be in noncompliance with these terms and obligations, the Director or his designee, at his option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

U. Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the County of Los Angeles Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information

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for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

W. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History Section 12952.

Contractors are required to complete Form PW-18, Compliance with Fair Chance Employment Hiring Practices Certification, certifying that they are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs ([dcba.lacounty.gov](http://dcba.lacounty.gov) or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: [CBESBE@dcba.lacounty.gov](mailto:CBESBE@dcba.lacounty.gov). For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: [dcba.lacounty.gov](http://dcba.lacounty.gov).

8. Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.

9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
12. Proposer is a certified CBE.
13. The Proposer's CBE participation shall be reflected in the CBE Form.
14. Public Works will answer questions from Proposers regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

## SECTION 3

### PROPOSAL PREPARATION AND SUBMISSION

#### A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Proposal as nonresponsive at the County's sole discretion:

1. Title page

The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive Table of Contents shall list all materials included in the Proposal.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, e-mail addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most

recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

**FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION IN YOUR PROPOSAL MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- Background
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position)
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

**FAILURE TO PREPARE AND INCLUDE A WORK PLAN IN YOUR PROPOSAL MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**Describe comprehensively and in detail how the service will be performed to meet or exceed performance obligations set-forth in the Contract and Exhibit 3.A.1 for Task 1, Exhibit 3.A.2 for Task 2 for the Service Area.**

Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them in order by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Contract. These may include personnel management, training, subcontracting, emergency and contingency



planning, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control. All or portions of Proposer's proposed Work Plan described in this Section may be incorporated into the Contract as performance obligations.

**The Work Plan must describe in detail each component, each with its own separate heading set forth below, including, but not limited to:**

a. Staffing

Describe the number of employees in operations and maintenance, customer service, administration, health and safety training, drug and alcohol testing, and any incentive programs. The Work Plan may include personnel management, training, recruitment and replacement, supervision, supplies, uniforms, identification badges, safety, communications, and quality control.

b. Subcontractors

A description of any Subcontractors' assignments, qualifications, experience, staffing, and schedules. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to Contractors in general.

c. Customer Service and Communications Protocols

Customer service and communications protocols, including taking and resolving complaints, together with related software (telephone answering, customer complaints log), and services provided in additional languages.

d. Billing Procedures

Billing procedures, including frequency, periods, delinquency, and collection.

e. Emergency Service

Emergency service availability to the public and County during office hours and emergencies.

f. Locations

Locations of administrative offices and operation and maintenance yard.

g. Solid Waste Facilities

Identification of facilities that Proposer will use to process recyclables and dispose of processing residue, yard waste, and to dispose of refuse.

h. Equipment

Equipment specifications of carts and vehicles that Proposer proposes to use, including:

- i. Number;
- ii. Age (new or used);
- iii. Manufacturer's make and model number;
- iv. With respect to carts, any recycled content;
- v. Manufacturers' warranties together with the acquisition and maintenance program. As clarifications to proposals, County may request evidence that Proposer has commitments from manufacturers to acquire carts and vehicles in accordance with Proposer's Transition Roll-Out Plan;
- vi. Amortization schedule of vehicles and carts; and
- vii. Use of alternative fuel vehicles, unless permitted, in Part II, Sample Contract, Exhibit 3A1, Item E.

In addition to the specification information requested in Section 3.A.7.h, Proposer must complete and submit the Equipment Specification/Productivity Assumptions (Form PW-25.1 - 25.3).

i. Environmental Programs

Proposer shall describe environmental programs that Proposer will commit to implement under the Contract, such as:

- i. Water and power conservation measures;
- ii. Waste reduction and reuse;
- iii. Procuring buy-recycled products and minimum recycled-content, both in instances required by regulation or contract, and those that are not (i.e. that reflect corporate policy); and
- iv. Other.

j. Unpermitted Waste Screening Protocol

Unpermitted Waste Screening Protocol, including Safe Disposal Education Program (Part II, Sample Contract, Section 13).

k. Public Education and Outreach

As described in Part II, Sample Contract, Exhibit 3A1, Item L.

l. Alternative Container Sizes and Difficult to Service

Alternatives to container sizes for premises with space restrictions (Part II, Sample Contract, Exhibit 3A1, Item D.8) and service for difficult-to-service premises (Part II, Sample Contract, Exhibit 3A1, Item O).

m. Special Services

Discuss in detail all of the items listed in Part II, Sample Contract, Exhibit 3A1, Item H, Special Services.

n. Transition Roll-Out Plan

Transition Roll-Out Plan for startup of fully automated franchise services as described in Part II, Sample Contract, Exhibit 3A1, Item K.

o. Compliance with Collection Schedule

Describe how Proposer will comply with collection schedule as described in Part II, Sample Contract, Exhibit 3A1, Item B4.

7. References

Proposers shall provide references (all current clients' phone contacts) (Form PW-6):

- a. Each program example cited in Proposer's proposal under Item 5, Experience above; and
- b. All of Proposer's municipal collection contracts for the past five years in Southern California (south of Santa Barbara), including all contracts and agreements with the County.

8. Disputed, Actions, Contests, and Debarments; and Environmental History

- a. Disputes, Actions, Contests, and Debarments. Proposer shall disclose the following information for the five years preceding the due date of the proposals. (As used in Section 3.A.8, **Affiliate** means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Contractor.

- i. Civil disputes in excess of \$250,000, including all mediation, arbitration, or litigation proceedings that were settled or reduced to judgment, with respect to Proposer or any guarantor of Proposer's obligations under the Contract, if any, including without limitation:
  - (1) Public procurement challenges;
  - (2) Public solid waste contract disputes;
  - (3) Claims of violation of securities or antitrust laws (such as laws relating to price-fixing, bid-rigging, and sales and market allocation); and
  - (4) Claims of violation of unfair and anti-competitive trade practice law, including with respect to inflation of waste collection, hauling, or disposal fees.
- ii. Criminal actions and indictments whether regulatory or judicial and whether resolved through no contest, not guilty pleas, or convictions with respect to Proposer, its guarantor, or Subcontractors identified in the Proposal, if any, including without limitation actions and indictments related to the following:
  - (1) Fraud or criminal felony offenses in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to recyclables, green waste, construction and demolition debris, or municipal solid waste management services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this RFP;
  - (2) Bribery or attempting to bribe a public officer or employee of a Regulatory Agency;
  - (3) Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, receiving stolen property, theft, or misprision (failure to disclose) of a felony;
  - (4) Securities or antitrust laws, such as laws relating to price-fixing, bid-rigging, and sales and market allocation; and

- (5) Unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling, or disposal fees.
- iii. Enforcement actions against the Proposer, including, but not limited to, revocations, suspensions, and terminations of any business or solid waste license, permit, or franchise granted to Proposer or to which the Proposer is a party and any fines, penalties, or liquidated damages with respect to those licenses, permits, or franchises.
- iv. Procurement contests wherein Proposer or any of its Affiliates contested a local government contract procurement.
- v. Class actions brought against Proposer or any of its Affiliates regardless of resolution.
- vi. Labor disputes with respect to Proposer or any of its Affiliates including strikes, walkouts, slowdowns, or other labor disturbances and actions relating to equal employment opportunity, nondiscrimination, working conditions, employee safety (including Cal/OSHA notices) anywhere with respect to Proposer, and in California with respect to Affiliates.
- vii. Debarments of Proposer by any public entities.
- b. Environmental history. With respect to Proposer and its Affiliates, Proposer shall submit a list of notices of violation, areas of concern, enforcement proceedings and other actions, whether resolved, pending or threatened, which occurred or are alleged to have occurred within the five years in Southern California (south of Santa Barbara) preceding the due date for proposals, and which pertain to noncompliance with environmental law, ordinance, regulation, permit, or compliance order of the United States, State, or regional/local entity. The list shall identify the agency, the date of the action, and the date and nature of the alleged action. The list shall include, without limitation:
  - i. Actions related to collection operations;
  - ii. Unlawful disposal of hazardous, designated, or other waste;
  - iii. Truck retro-fitting requirements to reduce emissions;

- iv. Leaking trucks;
  - v. Unlawful discharge of liquids from vehicle operation and maintenance facilities; or
  - vi. Hazardous waste identification and handling education requirements for drivers and other personnel (i.e., HAZWOPR training).
- c. Proposer shall provide the representation and warranty of its Chief Administrative Officer, Chief Executive Officer, or other person knowledgeable about the disputes, actions, contests, and debarments and environmental history of Proposer, any guarantor of Proposer's obligations under the Contract, and any Affiliate in the form attached as Form PW-20.
  - d. Proposer shall disclose all information on any outcomes, including but not limited to, the amount of monetary fines, which are publicly disclosed, remedies, resolutions, or other actions taken for any of the above violations, disputes, actions, contests, and debarments listed in the proposal.
9. Subcontractors
- If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.
10. Financial Resources

Proposer may complete Form PW-22, Delivery of Audited/Reviewed Financials to County and Form PW-23, Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Proposal, if applicable, in lieu of the required submission outlined in this section. Public Works will accept audited financial statements from the parent of a Proposer as long as the guaranty is in the form provided by the Director and submitted with the parent's financial statements. Use the provided Part I, Attachment 5, Parent/Franchise Guaranty, if you are submitting a Parents Financial Statements.

Submit copies of the proposing entity's audited financial statements prepared and certified by an independent Certified Public Accountant (CPA) for the most current three full fiscal years. These financial statements submitted shall be prepared in accordance with General Accepted Accounting Principles (GAAP). At a minimum, statements must include a statement of financial position (balance sheet), a statement of operations (income statement), and a statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. Income tax returns, personal financial records, or any other self-reported information

are unacceptable. Financial records will not be held confidential unless they are properly designated as "Trade Secrets" in accordance with Part I, Section 4.H, Notice to Proposers Regarding the Public Records Act.

If audited statements are available, these shall be submitted. If audited, financial statements are not available, the Proposer shall submit copies of reviewed financial statements prepared and certified by an independent CPA for the most current three full fiscal years. In addition to the reviewed financial statements, the Proposer shall submit two of the following items to demonstrate financial resources and viability:

- A written statement signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) from Form PW-2, Proposed Net Rate, multiplied by the estimated number of customers as listed in Part II, Item 16.C.5 of Exhibit 16, Parcel Counts and Number of Customers, on behalf of the Proposer. To establish present willingness, the signed written statement from the authorized agent must be dated on or after the date on the Notice of Request for Proposal.
- A written statement that the Proposer is presently able to secure a letter of credit of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) from Form PW-2, Proposed Net Rate, multiplied by the estimated number of customers as listed in Part II, Item 16.C.5 of Exhibit 16, Parcel Counts and Number of Customers. To establish present ability, the statement must be dated on or after the date on the Notice of Request for Proposal.

The statement must be issued by a financial institution with the following minimum ratings:

Moody's	A2 or better LT Issuer Credit and B or better for Bank Financial Strength
Standard and Poor's	A or better for LT Issuer Credit
Bauer Financial	4 Stars or better
TheStreet.com Ratings	B or better

**Note:** A letter of credit is not to be confused with a line of credit. A letter of credit (LOC) is a commitment, usually by a bank on behalf of a client (Contractor), to pay a beneficiary a stated amount of money under specified conditions if the client fails to fulfill its contractual obligations. It is a cash guarantee to the beneficiary who can call on the LOC on demand. The LOC converts to a payment to the beneficiary and an interest-bearing loan for the

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client.

- Additional business history and/or other information to demonstrate financial resources and stability, verified by an independent, reliable third party such as a CPA, a credit agency, or a financial institution, or by means of reliable audit reports from other governmental agencies, etc. However, such additional history and/or information will not be scored in proposal evaluation and will be reviewed solely to establish that the Proposer possesses sufficient financial qualifications to be considered for award of a contract.

Proposer shall provide either of the representation and warranty of its Chief Financial Officer or other person knowledgeable about the finances of Proposer, any guarantor of Proposer's obligations under the Contract, or Proposer's affiliate, in the form attached as PW-21.

11. Waste Collector Permit

Submit copy of the Proposer's required valid Waste Collector Permit naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee issued by the County Department of Public Health.

12. Insurance

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-15, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

13. Forms List

Complete and submit the following forms, which are included in the RFP package:

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors



PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Compliance with the Minimum Requirements
PW-20	Representation and Warranty of Chief Administration Officer/Chief Executive Officer or Other Knowledgeable Person
PW-21	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person for Submission of Audited/Reviewed Financials with Proposal
PW-22	Delivery of Audited/Reviewed Financials to County
PW-23	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Proposal
PW-24	Proposer's Compliance with Updated Collection Schedules Affirmation – Hacienda Heights
PW-25	Equipment Specification/Productivity Assumptions for the Exclusive Contract for the Service Area of Hacienda Heights

Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification at the sole discretion of the County.

#### 14. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to Contractors in general. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record

PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification

15. Proposal Guaranty

- a. A Proposal Guaranty is required of each Proposer and shall be made payable to the County in an amount equal to ten percent of the Proposer's proposed annual rate utilizing the Monthly Net Rate, Item 1, from Form PW-2, Proposed Net Rate, multiplied by the estimated number of customers as listed in Part II, Item 16.C.5 of Exhibit 16, Parcel Counts and Number of Customers. The proposal guaranty can either be in the form of cash, a certified check, a cashier's check, or an original bid bond, executed by the Proposer and issued by a California-Admitted Surety, including power of attorney. The County will accept bid bonds with the statement "in an amount equal to 10 percent of the Proposer's proposed annual rate" utilizing the Monthly Net Rate (Item 1) from Form PW-2, Proposed Net Rate, multiplied by the estimated number of customers as listed in Part II, Item 16.C.5 of Exhibit 16, Parcel Counts and Number of Customers. No other form of proposal guaranty will be accepted. The proposal guaranty may be prepared on the California Admitted Surety's standard form. Proposers shall pay all proposal guaranty premiums, costs, and incidentals.
- b. The successful Proposer's Proposal Guaranty will be retained until the successful Proposer has executed the Agreement and provided all required proof of insurance, performance assurance, and Contractor's documentation. If the successful Proposer fails to execute and deliver the Agreement and fails to furnish the required County-approved proof of insurance and required County-approved contract security, breaches any warranty in Form PW-20 or Form PW-21, makes any misrepresentation, or commits any fraud in connection with the procurement of the Contract, the County may annul the award approval and the proposal guaranty of the Proposer shall be forfeited and liquidated. All other Proposers' proposal

guaranties will be returned upon the successful Proposers' execution of the Agreement, providing all required proof of insurance and contract security.

- c. If a bid bond is submitted, it must be payable to County and executed by a corporate surety licensed to transact business ("admitted") as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by the County. The County may verify the accuracy and authenticity of the proposal guaranty submitted.

**Proposers failing to provide the requested proposal guaranty at the time of proposal submission, will result in the immediate rejection of the proposal as nonresponsive.**

16. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the Proposal and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

**Submission of hard copy proposals will not be accepted.**

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**

Proposals must be submitted electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, CDs, or any other materials to the County.

Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

## SECTION 4

### GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

#### A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. The County further reserves the right to cancel this request for Proposals at any time at its sole discretion. In the event of any such rejection of Proposals or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the Proposal may be rejected as unauthorized and nonresponsive.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

#### B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

#### C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed Contract unless such understanding or representation is included in the proposed Contract.

#### D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts including, but not limited to, County Contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest-rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to any proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their Proposals or future Proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed Contract.
2. A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a proposal, Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, is familiar with all of the physical and climatic conditions and makes this proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements both in general and in detail, any drawings attached, and any additional communications sent and makes their proposal in accordance therewith. If Proposer's proposal is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept payment based on the rates shown in Form PW-2, Proposed Net Rate, as full compensation for work performed. It is understood and agreed that the quantities set-forth in Form PW-2, Proposed Net Rate, and this RFP are only estimates and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of Proposal submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective Proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the Proposals.
3. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be

the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.



4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than 5 years, that Proposer may, after the debarment has been in effect for at least 5 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than 5 years; (2) the debarment has been in effect for at least 5 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for

the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each Subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Part 12B2 of Exhibit 5, of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

Q. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of Proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal will be sufficient cause for the rejection of the Proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

T. Contractor Independence

A Proposer or its subsidiary or Subcontractor (Proposer), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer has provided advice or consultation for the solicitation. A Proposer is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

U. Conflict of Interest

Proposer shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of supervisors finds that special circumstances exist, which justify the approval of such contract:

1. Employees of the county or of the public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

V. Acceptance of Terms and Conditions

Each Proposer understands and agrees that submission of Proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

W. Contractors with Unresolved Disallowed Costs

If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

## SECTION 5

### EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

#### A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of Contracts, the County intends to award a Contract to the highest-rated Proposer or Proposers based on the evaluation criteria in Part I, Section 5.E, Evaluation Criteria, whose Proposal(s) provide(s) the most beneficial program and price with all other factors considered. The County retains the right to select a Proposal other than the Proposal receiving the highest number of points, if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The recommended awardee shall sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee shall submit copies of its proof of insurance coverage and original performance bond, within 14 days after Board approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed Contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

#### B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a Proposal, the terms of any resultant Contract/agreement, and to determine which Proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract, or to award a Contract to a Proposer other than the highest-rated Proposer.

#### C. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed Contract over the entire Contract term. This determination will be based on, but not limited to, an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful Proposal(s).
4. The County may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County, in its sole discretion, may elect to waive any error or informalities in the form of a Proposal or any other disparity, if, as a whole, the Proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposal was submitted electronically using BidExpress method described in Part 1, Section 3.B, Proposal Submission.
2. Proposer will comply with the insurance requirements outlined in Part II, Exhibit 5, Additional Contract Language, Part 4, Indemnification and Insurance Requirements of the Contract, as evidenced by submitting a completed and signed Form PW-15.
3. Proposer has demonstrated that all minimum requirements as outlined in Part I, Section 2.B, Minimum Mandatory Requirements have been met and satisfied, and have submitted Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements.
4. Proposer and Subcontractors, if any, have completed and signed all appropriate forms and Proposer has completed and signed Form PW-2.

**Proposer failing to provide completed and signed Form PW-2, at the time of proposal submission, will result in the immediate rejection of the proposal as nonresponsive.**

5. Submit copy of the Proposer's required valid Waste Collector Permit naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee issued by the County Department of Public Health.

**Proposers failing to provide the requested valid Waste Collector Permit or a copy of the application for a Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee at the time of proposal submission will result in the immediate rejection of the proposal as nonresponsive.**

6. Submit the required Proposal Guaranty as specified in Part 1, Section 3.A.15.

**Proposers failing to provide the requested proposal guaranty at the time of proposal submission, will result in the immediate rejection of the proposal as nonresponsive.**

E. Evaluation Criteria

The evaluation of the proposals will be based on the criteria and in the manner described in subsection E. It may base its evaluation on any relevant information available to it including, but not limited to, information Proposer submitted in its proposal. Significant weakness in any of the criteria listed in subsection E.1-E.8, may result in a low score or a score of zero. Proposals awarded a score of zero in any of those criteria may be rejected as nonresponsive. All proposals will receive a composite score (rating) and will be ranked in numerical sequence from high to low based on the following criteria:

1. Total Proposed Annual Amount for Task 1 (60 points) (Form PW-2)

Public Works will compare the Proposer's Total Proposed Annual Amount for Task 1 quoted in Form PW-2 with other Proposer's Total Proposed Annual Amount for Task 1. The Proposer with the lowest Total Proposed Annual Amount for Task 1 quoted in Form PW-2, will receive the full weight of this evaluated item (60 points). Other proposals will receive a prorated score calculated as follows:

- a. Divide the lowest Total Proposed Annual Amount for Task 1 by each other Proposer's Total Proposed Annual Amount for Task 1, and
- b. Multiply the result by the maximum possible points (60 points).

For example, four proposals, Company A \$1,000,000, Company B \$950,000, Company C \$900,000, and Company D \$850,000 might be submitted.

- Company D \$850,000 is awarded 60 points
- Company C  $\$850,000/\$900,000 \times 60$  points = 56.67 points
- Company B  $\$850,000/\$950,000 \times 60$  points = 53.68 points
- Company A  $\$850,000/\$1,000,000 \times 60$  points = 51.00 points

The Proposal with the lowest Total Proposed Annual Amount for Task 1 may not necessarily be awarded the Contract.

2. Total Proposed Annual Amount for Task 2 (5 points) (Form PW-2)

The Total Proposed Annual Amount for Task 2 should accurately reflect the Proposer's cost of providing the required products and services and any

profit expected during the Contract term. Prior to scoring, the Total Proposed Annual Amount for Task 2 must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

- LSBE, DVBE, or SE Preference Program: To the extent permitted by State and Federal law, should one or more of the Bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Program Consideration and CBE Firm/Consideration Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed \$150,000 and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Amount for Task 2 quoted in the Task 2 Service Fees (Form PW-2), will receive the full weight of this evaluated item. Other proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Amount for Task 2 by each other Proposer's Total Proposed Annual Amount for Task 2 and multiply the result by the maximum possible points for this evaluation criterion. The proposal with the lowest Total Proposed Annual Amount for Task 2 may not necessarily be awarded a Contract.

3. Work Plan (13 points) (Part 1, Section 3.A.6)

The Evaluation Committee will evaluate the Proposers Work Plan based on the extent to which the Work Plan demonstrates that the Proposer is likely to meet or exceed its performance obligations under the Contract and implement the scope of services in accordance with the performance standards prescribed in the Contract. **Higher scores will be given to those Proposers who provide comprehensive and detailed description of how they will implement and exceed the requirements of the scope of services described in the Contract.** The Evaluation Committee may make these determinations from all relevant information presented in the proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluators may give reduced scores to work plans that omit any of the following, but not limited to:

- (1) Staffing
- (2) Subcontractors



- (3) Customer Service and Communications Protocols
- (4) Billing Procedures
- (5) Emergency Service
- (6) Locations
- (7) Recyclable Facilities
- (8) Equipment
- (9) Environmental Programs
- (10) Unpermitted Waste Screening Protocol
- (11) Public Education and Outreach
- (12) Alternatives to Container Sizes and Difficult to Service
- (13) Special Services
- (14) Transition Roll-Out Plan
- (15) Compliance with Collection Schedule

4. Experience (5 points) (Part 1, Section 3.A.5)

The Evaluation Committee will evaluate Proposer's capabilities with respect to the Service Area listed in Part 1, Section 3.A.6, and for any proposed Subcontractors (Part 1, Section 3.A.6.b). The Evaluation Committee may award a higher score within the allotted 5 points for extensive experience providing similar services as identified in this solicitation (Part 1, Section 3.A.6).

Proposers will be evaluated on the Experience submitted as part of Section 3.A.5 (Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 3.A.5 of this RFP. Failure to demonstrate the minimum lengths of experience performing the service, may result in rejection of the proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature of the service area(s). The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 3.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience, may result in a low or zero score. A score of zero in this evaluation category, may result in rejection of the proposal as nonresponsive.

5. Performance History/References (8 points) (Part I, Section 3.A.8)

a. Potential Points

Public Works will attempt to contact the required number of Proposer's references to obtain information regarding overall satisfaction with Proposer's services. Priority of scoring the references will be given in the following order: County departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of two points for each responding reference and up to a total of four responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous three years and must identify County's Contacts for each Contract. Proposer's references for all municipal collection contracts for the past five years in Southern California (South of Santa Barbara) must be listed on Form PW-6, Proposer's Reference List. Public Works reserves the right to utilize any reference of Proposer, County, other listed, or not listed. Proposer shall receive zero points for each of the minimum four required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references, may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct incorrect or inoperable phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' request for information.

6. Disputes, Actions, Contests, and Debarments; Environmental History (4 points) (Part 1, Section 3.A.8)

The number of significant violations in consideration of the size of the company and operation will be factored into the evaluation of these sections.

a. Disputes, Actions, Contests, and Debarments (Part I, Section 3.A.8.a)

The Evaluation Committee will evaluate the number, subject matter and significance of activities such as contract disputes, actions, contests, and debarments listed in response to Part I, Section 3.A.8.a, with respect to Proposer and related entities over the last five years. Such evaluation will take into consideration the probable effect of the activity on the Proposer's financial resources and viability, the risk to the County posed by the activity, and the likelihood of similar activity occurring should the Proposer be awarded this contract. Pertinent supplemental information submitted by the Proposer or included in the Proposer Profile (Part I, Section 3.A.5 of the RFP) such as the size of Proposer's business, scope of operations, reasons for the activity, outcome of the activity, and other relevant data, will be taken into consideration. Should the evaluators determine that the activity or the likelihood of similar future activity may impair contract performance or place the County, its residents, or the environment at risk they may assign a low or zero score for this evaluation category.

If the proposal does not contain the signed representation and warranty of the Chief Administrative Officer, Chief Executive Officer, or other knowledgeable person required under Part I, Section 3.A.8 (Form PW-20), Contract Services staff may, but is not obligated to, contact Proposer and request submittal. The Evaluation Committee may award low or zero points if the Proposer does not make that representation and warranty.

b. Environmental History (Part I, Section 3.A.8.b)

The Evaluation Committee will evaluate the number, subject matter, and significance of activities with respect to Proposer and affiliates in the State within the past five years listed in response to Part I, Section 3.A.8.b (Environmental History). Such evaluation will take into consideration the probable effect of the activity on the Proposer's financial resources and

Residential Franchise-Hacienda Heights

viability, the risk to the County posed by the activity, and the likelihood of similar activity occurring should the Proposer be awarded this contract. Pertinent supplemental information submitted by the Proposer or included in the Proposer Profile (Part I, Section 3.A.5 of the RFP) such as the size of Proposer's business, scope of operations, reasons for the activity, outcome of the activity, and other relevant data, will be taken into consideration. Should the evaluators determine that the activity or the likelihood of similar future activity may impair contract performance or place the County, its residents, or the environment at risk, they may assign a low or zero score for this evaluation category.

If the proposal does not contain the signed representation and warranty of the Chief Administrative Officer, Chief Executive Officer, or other knowledgeable person required under Part I, Section 3.A.8 (Form PW-20), Contract Services staff may, but is not obligated to, contact Proposer and request submittal. The Evaluation Committee may award zero point if the Proposer does not make that representation and warranty.

7. Financial Resources (5 Points) (Part 1, Section 3.A.10)

The proposal may be submitted to Public Works financial staff for comments and/or evaluation. The Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given a low or zero score.

Significant unacceptable weakness in the Proposer's Financial Resources or lack of it in the proposal may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive. Public Works reserves the right to review Proposer's past financial and business stability as well as performance of work on active and expired Contracts awarded by the County and/or other local agencies, additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent third-party.. Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the proposal as nonresponsive even though the proposal may have scored a zero in this category

8. Optional Interview/Clarification

Director may, at its sole discretion, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an

interview before a final selection is made. Evaluation criteria for any additional information provided, is the same as that for written proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set-forth in this Part I, Section 5.E, Evaluation Criteria.

9. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 5.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

## SECTION 6

### PROTEST POLICY

#### A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in Sections below. Additionally, any Proposer may obtain copies of Proposals and Public Works evaluation documents as provided in Part I, Section 4, paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### B. Department Level Reviews

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

#### C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document (generally within ten business days of issuance of the solicitation document).

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.
3. The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.
4. The request asserts either that:
  - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
  - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. Requests for a Disqualification Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
6. The Solicitation Requirements Review will be completed and Public Works' determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/Proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/Proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
  - a. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
  - b. The request for a Disqualification Review asserts that the determination of disqualification due to bid/Proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where Proposals are evaluated and scored in accordance to Section 5, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.
3. During or following the debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review Process

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).



2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the Proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. Public Works made identifiable mathematical or other errors in evaluating bids/Proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
  - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by State or Federal law.
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored Proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
  - a. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
  - b. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.
3. Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion.
4. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

## **TABLE OF FORMS**

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Compliance with the Minimum Requirements
PW-20	Representation and Warranty of Chief Administration Officer/Chief Executive Officer or Other Knowledgeable Person
PW-21	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person Submission of Audited/Reviewed Financials with Proposal
PW-22	Delivery of Audited/Reviewed Financials to County
PW-23	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Proposal
PW-24	Proposer's Compliance with Updated Collection Schedules Affirmation – Exclusive Franchise Agreement For The Area of Hacienda Heights
PW-25	Equipment Specification/Productivity Assumptions for the Exclusive Residential Franchise Contract For The Area of Hacienda Heights

## **ATTACHMENTS**

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance
4. Sample Bond for Faithful Performance
5. Parent/Franchise Guaranty
6. Internal Revenue Service Notice 1015
7. Safely Surrendered Baby Law Posters
8. Defaulted Property Tax Reduction Program

## VERIFICATION OF PROPOSAL

<b>DATE:</b> _____, 2020		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: _____			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: _____			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: _____		Telephone No.: _____	
Physical Address (NO P.O. BOX): _____		Mobile No.: _____	
e-mail: _____		Fax No.: _____	
County WebVen No.: _____	IRS No.: _____	Business License No.: _____	
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: _____		
	Secretary: _____		
<input type="checkbox"/> A general partnership:	Names of partners: _____		
<input type="checkbox"/> A limited partnership:	Name of general partner: _____		
<input type="checkbox"/> A joint venture of:	Names of joint venturers: _____		
<input type="checkbox"/> A limited liability company:	Name of managing member: _____		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) _____	Title _____	Phone _____	Fax _____
Street _____	City _____	State _____	Zip _____
Name(s) _____	Title _____	Phone _____	Fax _____
Street _____	City _____	State _____	Zip _____
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If _____ yes, _____ indicate _____ the _____ associated _____ company's _____ name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

### Schedule of Prices

The undersigned Proposer offers to perform the work described in the Request for Proposal (RFP) for the following prices. The Proposer's rates (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless those specified to be furnished by Public Works. It is understood and agreed that where quantities, if any, are set forth in the below tables, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

### Task 1 Service Fees Hacienda Heights

Proposer must provide a Service Fee for each item below. **These fees are to include the 10 percent franchise fee.** Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. **Write-in** your proposed Monthly Rate<sup>x</sup>, **calculate** Basic Service Total, and **calculate** Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A)	
Services	Monthly Rate Per Customer (Billed to Customer)
<b>Monthly Rate for Basic Services</b>	
1. One 96-gallon Refuse (no food waste)	*\$ _____
2. One 96-gallon Recyclables	**\$ _____
3. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste	***\$ _____ €
4. Bulky Item Service	\$ _____
5. Annual Cleanup Event	\$ _____
Total of 1 - 5	#\$ _____ (Basic Service Total) <sup>1.1a</sup>
<b>Monthly Rate for Alternative to Director's Preferred Method</b>	<b>(optional)</b>
• One 96-gallon Refuse Cart	\$ _____
• One 96-gallon Recyclables Cart	\$ _____
• One 96-gallon Green Waste Cart	\$ _____
• One 64-gallon Food Waste Cart	\$ _____
<b>Monthly Rate for Refuse &amp; Green Waste (Exhibit 3A1 C3)</b> No SB 1383 route reviews & food waste allowed to landfill	<b>(upon Director request)</b>
• One 96-gallon Refuse (with food waste)	-\$ _____
• One 96-gallon Green Waste (no food waste)	-\$ _____
<b>Discounts for Longer Contract Term (Section 2 A)</b>	<b>(upon Director approval)</b>
Monthly Rate for Basic Services, with 3 years added to Expiration Date	
1. One 96-gallon Refuse	-\$ _____
2. One 96-gallon Recyclables	-\$ _____
3. One 96-gallon Green Waste	-\$ _____
4. Bulky Item Service	-\$ _____
Monthly Rate for Basic Services, with 8 years added to Expiration Date	
1. One 96-gallon Refuse	-\$ _____
2. One 96-gallon Recyclables	-\$ _____
3. One 96-gallon Green Waste	-\$ _____
4. Bulky Item Service	-\$ _____

€COUNTY may subsidize Green Waste Diversion fees for Customer through a temporary reduction of CONTACTOR's Franchise Fee. CONTRACTOR is to consult with Director prior to billing Customers.

CUSTOMER SURCHARGES ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7)	
Services	Monthly Rate (Billed to Customer)
<b>Additional Containers beyond Basic Services</b> which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b) <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> or more 96-gallon Refuse Cart</li> <li>• 2<sup>nd</sup> 96-gallon Recyclables Cart</li> <li>• 2<sup>nd</sup> 96-gallon Green Waste Cart</li> <li>• 2<sup>nd</sup> or more 64-gallon Food Waste Cart</li> <li>• 3<sup>rd</sup> or more 96-gallon Recyclables Cart</li> <li>• 3<sup>rd</sup> or more 96-gallon Green Waste Cart</li> </ul>	96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee***
<b>Additional On-Call Pickups</b> beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> <li>• Bulky Items, excess waste, or Green Waste (per visit to Collect all items)</li> </ul>	Per request charge equal to 75% of Basic Service Total <sup>#</sup>
<b>Container Size Exchange, beyond 1 per year</b> (Exhibit 3A1 D3c) and <b>Temporary Bear-Cart Delivery for Excess Waste</b> (Exhibit 3A3 B2) <ul style="list-style-type: none"> <li>• Each additional exchange/delivery</li> </ul>	Per request charge equal to 50% of Basic Service Total <sup>#</sup>
<b>Container Removal and Return</b> , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> <li>• First removal and return (per set)</li> <li>• Each additional removal and return (per set)</li> <li>• Cleanup of Set-Out Site</li> </ul>	100% of Basic Service Total <sup>#</sup> 125% of previous fee 100% of Basic Service Total <sup>#</sup>
<b>Roll-Out Service for non-Elderly/Disabled</b> (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> <li>• Mandatory Minimum Service (Up to 10 feet)</li> <li>• Full Service (Up to 50 feet)</li> <li>• Extended Full Service <ul style="list-style-type: none"> <li>○ First 50 feet</li> <li>○ Each 200 feet</li> <li>○ Unpaved</li> <li>○ Steep</li> </ul> </li> </ul>	5% of Basic Service Total <sup>#</sup> 50% of Basic Service Total <sup>#</sup> 50% of Basic Services Total <sup>#</sup> 50% of Basic Services Total <sup>#</sup> 10% of Basic Services Total <sup>#</sup> 10% of Basic Services Total <sup>#</sup>
<b>Difficult to Service</b> (Exhibit 3A1 O & Section 7A2c)  Cost per Customer	25% of Basic Service Total <sup>#</sup>
<b>Manure Service</b> , per collection each week (Exhibit 3A1 D13 & Section 7A2g) <ul style="list-style-type: none"> <li>• 64-gallon Cart</li> <li>• 2-cubic yard Dumpster</li> <li>• Roll-Out/Scout Service</li> </ul>	\$ <span style="background-color: yellow;">      </span> \$ <span style="background-color: yellow;">      </span> \$ Negotiated with Customer
<b>Locking Cart</b> (Exhibit 3A1 D14) <ul style="list-style-type: none"> <li>• 96-gallon Cart</li> </ul>	\$ <span style="background-color: yellow;">      </span> (one-time, per Cart)
<b>Container Cleaning</b> (Exhibit 3A1 D3d(3)) <ul style="list-style-type: none"> <li>• Monthly Cleaning Service</li> </ul>	\$ <span style="background-color: yellow;">      </span>
<b>Billing Fees</b> (Section 7B7) <ul style="list-style-type: none"> <li>• Late payment fee</li> <li>• Interruption of service</li> <li>• Returned checks</li> </ul>	10% of past due amount \$25 \$25

Using the examples given below calculate the Monthly Customer Net Rate, without the 10 percent franchise fee.

<sup>x</sup> Also referred to as Basic Service Total



## Task 2 Service Fees Hacienda Heights

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. **Write-in** your proposed Service Fee and **Calculate** your Monthly Payment Rate and Proposed Annual Amount. The Proposed Annual Amount is not the total for all proposed Task 2 services but rather it is the total of the amounts to be evaluated. Potential additional amounts for Task 2 are not included here but are part of the contract. Also, many quantities are estimates and actual Monthly Payment Rate will be based on actuals, not these estimates. Note: There are 4.33 weeks per month.

<b>2A. Abandoned Waste Weekly Collection</b> (Exhibit 3A2 A and Section 7 C3a)				
Annual Services	Service Fee		Estimated Quantities	Monthly Rate
<b>Abandoned Waste Rate Per Ton</b> <ul style="list-style-type: none"> <li>Alleys (10.9 miles)</li> <li>Parkways, Sidewalks, Streets (69 miles)</li> </ul>	\$ <span style="background-color: yellow; border: 1px solid black; padding: 0 10px;"> </span> /ton	x	50 tons (This uses 50% Bulky Items, 50% dumping; previously data contained dumping & Bulky Items)	= \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2A</b>				2.1a \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>

<b>2B. Abandoned Waste Daily Collection</b> (Exhibit 3A2 A5 and Section 7 C3b)				
Annual Services	Service Fee		Estimated Quantities	Monthly Rate
<b>Monitoring All Hot Zone Locations</b> 5 locations	\$ <span style="background-color: yellow; border: 1px solid black; padding: 0 10px;"> </span> /foot (per day)	x	1,491 feet x 5 days x 4.33 weeks	= \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
<b>Additional Hot Zones Monitoring</b> (up to 25% more length)	\$ <span style="background-color: yellow; border: 1px solid black; padding: 0 10px;"> </span> /foot (per day)		373 feet x 5 days x 4.33 weeks	= \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2B</b>				2.1b \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>

<b>2C. Public Receptacles</b> (Exhibit 3A2 B and Section 7 C3c)				
Annual Services	Service Fee		Estimated Quantities	Monthly Rate
<b>Standard or Solar Compactors</b> (assume Collection twice per day, 6 days per week)	\$ <span style="background-color: yellow; border: 1px solid black; padding: 0 10px;"> </span> /receptacle (per Collection)	x	26 receptacles x 2 times x 6 days x 4.33 weeks	= \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
<b>Additional public receptacles</b> (up to 25% more receptacles)	\$ <span style="background-color: yellow; border: 1px solid black; padding: 0 10px;"> </span> /receptacle (per Collection)		7 receptacles x 2 x 6 x 4.33	= \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2C</b>				2.1c \$ <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>

**2D. Homeless Encampments** (Exhibit 3A2 E and Section 7 C3e)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
<b>Abandoned Encampments</b>					
• Waste Collection for each 4 cu yds	\$____/		5 loads		\$_____
<b>Occupied Encampments</b>	(per week)		(per week)		
• Bags Collected	\$_____/bag		10 bags x 4.33		\$_____
• Boxes (Refuse in bags from event box)	\$_____/box		10 box x 4.33		\$_____
• Carts					
o Delivery and removal to/from area	\$_____/area		2 areas x 4.33		\$_____
o Collection & Disposal (96-gal)	\$_____/Collection		25 Collections x 4.33		\$_____
o Collection & Disposal (32-gal)	\$_____/Collection	x	25 Collections x 4.33	=	\$_____
o Overflowing Cart surcharge	\$_____/96 gallons		2 overflows x 4.33		\$_____
o Contaminated Load surcharge	\$_____/Cart		2 Carts x 4.33		\$_____
• Dumpsters					
o Delivery and removal to/from area	\$_____/area		2 areas x 4.33		\$_____
o Collection & Disposal (3 cu yds)	\$_____/Collection		10 Collections x 4.33		\$_____
o Overflowing Dumpster surcharge	\$_____/3 cu yds		10 overflows x 4.33		\$_____
o Contaminated Load surcharge	\$_____/Dumpster		2 Dumpster x 4.33		\$_____
• Additional Cart or Dumpster Services	n/a		n/a		\$1,000.00
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2D</b>					2.1d \$_____

**2E. Litter Collection** (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 7 C3g)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
<b>Litter Rate Per Mile</b>					
Alleys (10.9 miles)	\$_____/mile		10.9 miles		\$_____
<b>Litter (As-Needed)</b>					
Bags Collected	\$_____/bag		10 bags		\$_____
<b>Litter (As-Needed)</b>		x		=	
<b>Hours Spent</b>	\$_____/hour		50 Hours		\$_____
<b>Additional Litter</b> (As-Needed) (up to 200% more bags)	\$_____/bag		20 bags		\$_____
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2E</b>					2.1e \$_____

**TASK 2 - TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 2**

Monthly Amount for Task 2A		Monthly Amount for Task 2B		Monthly Amount for Task 2C		Monthly Amount for Task 2D		Monthly Amount for Task 2E		Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E
2.1a \$ _____	+	2.1b \$ _____	+	2.1c \$ _____	+	2.1d \$ _____	+	2.1e \$ _____	=	2.1abcde \$ _____
Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E						Total Proposed Annual Amount for Task 2				
2.1abcde \$ _____			x 12 months			=			2.1 \$ _____	
<hr/> <b>WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1</b>										

## Task 2 Emergency Service Fees Hacienda Heights

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive.

Services	Rate (billed to COUNTY)
<b>Automated Collection Services</b> (Section 7C3, Section 11B, and Exhibit 3A2 F1)	
<b>Automated Collection Services and/or Bulky Items</b>	Comparable Municipal Solid Waste fees
<b>Solid Waste not in Containers</b> (Exhibit 3A2 F2)	
<b>Solid Waste not in Containers</b>	\$_____/ton and \$_____/cubic yard
<b>Roll-Off Containers or Drop-Off Events</b> (Exhibit 3A2 F3)	
<b>Roll-Off Containers or Drop-Off Events</b>	Comparable Municipal Solid Waste fees
<b>Palm Frond Collection</b> (Exhibit 3A2 F4)	
<b>Palm Frond Collection</b>	\$_____/hour per Vehicle
<b>Waste in Right-of-Way</b> (Exhibit 3A2 F5)	
<b>Waste in Right-of-Way</b> <ul style="list-style-type: none"> <li>• Abandoned Waste</li> <li>• Public Receptacles</li> <li>• Homeless Encampments</li> <li>• Human Waste Removal</li> </ul>	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

**Schedule of Prices**  
**Hacienda Heights**

LEGAL NAME OF PROPOSER		
NAME OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS		
PHONE	E-MAIL	

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: \_\_\_\_\_

SERVICE BY PROPOSER: \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2015	2016	2017	2018	2019	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

\_\_\_\_\_

Name of Proposer or Authorized Agent (print)

Signature

Date

**CONFLICT OF INTEREST CERTIFICATION**

I, \_\_\_\_\_

- ☐ sole owner  
☐ general partner  
☐ managing member  
☐ President, Secretary, or other proper title) \_\_\_\_\_

of \_\_\_\_\_

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

**Contracts Prohibited.**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_



## PROPOSER'S REFERENCE LIST

PROPOSER NAME: \_\_\_\_\_

PROPOSED CONTRACT FOR: \_\_\_\_\_

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	
Authorized representative	
Signature	Date

### LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**FORM PW-8**

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	<b>Subcontractor Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

**COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in Community Business Enterprises (CBE) participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

**LIST OF CBE PARTICIPATION**

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**County of Los Angeles**  
**Request for County's Preference Program Consideration and**  
**Community Business Enterprises Firm/Organization Information Form**

- I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

- ☐ **DCBA certification is attached.**

Name of Firm:	County WebVen No.:		
Print Name:	Title:		
Signature:	Date:		
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.**

Firm Name:

My County (WebVen) Vendor Number:

- II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged, or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

## GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Signature	Title
Firm Name	Date



## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach supporting documentation)*

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

### ***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title (please type or print)

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: \_\_\_\_\_

☐

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: \_\_\_\_\_

- ☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF HACIENDA HEIGHTS  
(BRC0000052)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

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Proposer's Name

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Address

- ☐ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for _____ Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title
Signature:	Date:

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title
Signature:	Date:



**COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP  
EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREA OF HACIENDA HEIGHTS  
(BRC0000052)**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

**At the time of proposal submission, Proposer must meet the following minimum requirements:**

1. Proposer must have 3 years of experience collecting and managing refuse, recyclable materials, and green waste from single-family and multifamily residences.

- ☐ Yes. Please complete the chart below. In addition to responding on this form, as specified in Part I, Section 3.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.

Proposer's Project Manager Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*

\*List the page number in the proposal containing the proposer's experience.

- ☐ No. Proposer does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

## 2. PERMIT

Proposer must possess the required valid Waste Collector Permit naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee issued by the County of Los Angeles Department of Public Health at the time of proposal submission.

- ☐ Yes. Proposer has a Waste Collector Permit. Please complete the chart below.

Permit No.	Name of Permit Holder	Valid/Active Dates

**OR**

- ☐ Yes. Proposer has submitted application for a Waste Collector Permit. Please complete the chart below and attach a copy of the application with the Proposal submission.

Application Filed Date	Name of Bidder or Subcontractor as the Permittee

- ☐ No. Proposer does not have the Waste Collector Permit or application as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

## 3. PROPOSAL GUARANTY

The Proposer must also submit a Proposal Guaranty as outlined in Part I, Section 3.A.15., Proposal Guaranty.

Franchise Area	Proposal Guaranty Amount
Hacienda Heights	

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature	Title
Firm Name	Date

**REPRESENTATION AND WARRANTY OF  
CHIEF ADMINISTRATION OFFICER/CHIEF EXECUTIVE OFFICER  
OR OTHER KNOWLEDGEABLE PERSON**

I represent and warrant as follows:

- (1) I am knowledgeable about the disputes, actions, contests, debarments and environmental history of the Proposer, guarantor of Proposer's obligations under the Exclusive Franchise Agreement, and/or Proposer's affiliate identified below my printed name below.
- (2) The information provided in Proposer's proposal as required by Part 1, Section 3.A.8.a. and Section 3.A.8.b. of the RFP, "**References; Disputes, Actions, Contests and Debarments, and Environmental History**", or any portion of that information specified below to the best of my knowledge, is true and complete as of the date of submission of Proposer's proposal.

I acknowledge as follows:

- (1) If, *after County has awarded the Exclusive Franchise Agreement to Proposer but before County has executed the Exclusive Franchise Agreement*, the County determines that this **warranty is breached** because the information provided in Proposer's proposal is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Proposer's bid guaranty.
- (2) If, *after execution of the Exclusive Franchise Agreement*, the County determines that this **representation is untrue** because the information provided in Proposer's proposal is untrue or incomplete, then the County may declare a default under the Exclusive Franchise Agreement and exercise County's remedies under the Exclusive Franchise Agreement, including termination of the Franchise Agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office/Title:

☐ Chief Administrative Office

☐ Chief Executive Office

☐ Other knowledgeable person \_\_\_\_\_

Entity or entities about which officer is knowledgeable:

☐ Proposer

☐ Guarantor of Proposer's obligations under the Franchise Agreement:  
\_\_\_\_\_ ; or

☐ Affiliate of Proposer [describe]: \_\_\_\_\_

*Portion of information with respect to finances to which this representation applies:*

\_\_\_\_\_

☐ **All**

☐ The following specified portion: \_\_\_\_\_

I certify that the person named above is the duly appointed incumbent of the office set- forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (E.g. Secretary, Counsel): \_\_\_\_\_

**REPRESENTATION AND WARRANTY OF  
CHIEF FINANCIAL OFFICER OR OTHER KNOWLEDGEABLE PERSON  
SUBMISSION OF AUDITED/REVIEWED FINANCIALS WITH PROPOSAL**

I represent and warrant as follows:

- (1) I am knowledgeable about the finances of Proposer, guarantor of Proposer's obligations under the Exclusive Franchise Agreement, and/or Proposer's affiliate identified below my printed name below.
- (2) The information provided in Proposer's proposal as required by Part 1, Section 2.A.10., "**Financial Resources**" or any portion of that information specified below, to the best of my knowledge, is true and complete as of the date of submission of Proposer's proposal.

I acknowledge as follows:

- (1) If, *after County has awarded the Franchise Agreement to Proposer but before County has executed the Exclusive Franchise Agreement*, the County determines that this **warranty is breached** because the information provided in Proposer's proposal is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Proposer's proposal guaranty.
- (2) If, *after execution of the Exclusive Franchise Agreement*, the County determines that this **representation is untrue** because the information provided in Proposer's proposal is untrue or incomplete, then the County may declare a default under the Exclusive Franchise Agreement and exercise County's remedies under the Exclusive Franchise Agreement, including termination of the Exclusive Franchise Agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office/Title:

- ☐ Chief Financial Officer
- ☐ Other knowledgeable person \_\_\_\_\_

Entity or entities about which officer is knowledgeable:

- ☐ Proposer
- ☐ Guarantor of Proposer's obligations under the Franchise Agreement: \_\_\_\_\_; or
- ☐ Affiliate of Proposer [describe]: \_\_\_\_\_

Portion of information with respect to finances to which this representation applies:

\_\_\_\_\_

☐ All

☐ The following specified portion: \_\_\_\_\_

I certify that the person named above is the duly appointed incumbent of the office set forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (E.g. Secretary, Counsel): \_\_\_\_\_

**DELIVERY OF AUDITED/REVIEWED FINANCIALS TO COUNTY**

**I warrant that Proposer will deliver to County the Proposer's audited/reviewed financial statements for County review at County offices, at a time agreeable to County.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office/Title:

☐ Chief Financial Officer

☐ Other authorized person: \_\_\_\_\_

I certify that the person named above is the duly appointed incumbent of the office set-forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (E.g. Secretary, Counsel): \_\_\_\_\_

**SUBMISSION OF A WRITTEN STATEMENT TO SECURE A PERFORMANCE BOND,  
LETTER OF CREDIT, AND ADDITIONAL BUSINESS HISTORY AND/OR OTHER  
INFORMATION WITH PROPOSAL**

I represent and warrant as follows:

- (1) The written statement is signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) from Form PW-2, Proposed Net Rate.
- (2) The written statement presently able to secure a letter of credit of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) Form PW-2, Proposed Net Rate. The statement must be issued by a financial institution with one of the following minimum ratings:
 

Moody's	A2 or better LT Issuer Credit and B or better for Bank Financial Strength
Standard and Poor's	A or better for LT Issuer Credit
Bauer Financial	4 Stars or better
TheStreet.com Ratings	B or better
- (3) Additional business history and/or other information to demonstrate financial resources and viability, verified by an independent, reliable third-party, such as a CPA, a credit agency, or a financial institution, or by means of reliable audit reports from other governmental agencies, etc.
- (4) I am knowledgeable about the financial stability of Proposer, guarantor of Proposer's obligations under the Franchise Agreement, and/or Proposer's affiliate identified below my printed name below.
- (5) The information provided in Proposer's proposal as required by Part 1, Section 3.A.10., "**Financial Resources**" or any portion of that information specified below to the best of my knowledge, is true and complete as of the date of submission of Proposer's proposal.

I acknowledge as follows:

- (1) If, *after County has awarded the Franchise Agreement to Proposer, but before County has executed the Franchise Agreement*, the County determines that this **warranty is breached** because the information provided in Proposer's proposal is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Proposer's bid guaranty.



- (2) If, after execution of the Franchise Agreement, the County determines that this **representation is untrue** because the information provided in Proposer's proposal is untrue or incomplete, then the County may declare a default under the Franchise Agreement and exercise County's remedies under the Franchise Agreement, including termination of the Franchise Agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office/Title:

☐ Chief Financial Officer

☐ Other knowledgeable person \_\_\_\_\_

Entity or entities about which officer is knowledgeable:

☐ Proposer

☐ Guarantor of Proposer's obligations under the Franchise Agreement: \_\_\_\_\_; or

☐ Affiliate of Proposer [describe]: \_\_\_\_\_

Portion of information with respect to finances to which this representation applies:

\_\_\_\_\_

☐ All

☐ The following specified portion: \_\_\_\_\_

I certify that the person named above is the duly appointed incumbent of the office set-forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (E.g. Secretary, Counsel): \_\_\_\_\_

**PROPOSER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES  
AFFIRMATION**

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF HACIENDA HEIGHTS  
(BRC0000052)**

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Proposer's Name

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Address

The current Collection Schedules are provided in Exhibit 16 (Collection Schedule). This schedule may potentially be revised/updated by the Director at any time based on various factors including, but not limited to, changes in the Street Sweeping Schedule. As such, please check the appropriate box below:

- ☐ If awarded the contract: Proposer will comply with the current Collection Schedule or any amendments made by the Director.

In the event that the Director amends the Collection Schedule, proposers are responsible for independently investigating service conditions in the Service Area. Please note that no changes to the proposed rates will be permitted.

- ☐ Proposer will not comply with the Collection Schedule, or any amendments authorized by the Director. If you check this box, your proposal will be immediately disqualified as non-responsive.

---

Proposer's Signature

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Date

---

Proposer's Printed Name

**EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS**  
**FOR THE EXCLUSIVE RESIDENTIAL FRANCHISE CONTRACT FOR THE AREA OF HACIENDA HEIGHTS**  
 (This form may be reproduced in order to list all equipment)

NUMBER OF TRUCKS	REFUSE	BULKY ITEMS	RECYCLING	GREEN WASTE	FUEL TYPE
<b>TRUCK TYPE</b> (Front, side, or rear end, flatbed, pickup, etc.)					
<b>TRUCK CAPACITY/ COMPARTMENTS</b>					
<b>NUMBER OF ROUTES</b> (Including hours per route – shift)					
<b>TRUCK TYPE</b> (Front, side, or rear end, flatbed, pickup, etc.)					
<b>TRUCK CAPACITY/ COMPARTMENTS</b>					
<b>NUMBER OF ROUTES</b> (Including hours per route – shift)					
<b>TRUCK TYPE</b> (Front, side, or rear end, flatbed, pickup, etc.)					
<b>TRUCK CAPACITY/ COMPARTMENTS</b>					
<b>NUMBER OF ROUTES</b> (Including hours per route – shift)					



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multibillion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate, and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

**Listing of Contractors Debarred in Los Angeles County**

**List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:**

**<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>**

# County of Los Angeles *Lobbyist Ordinance*



## IT'S THE LAW

## It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

### REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

### HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012

(213) 974-1093      (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

**<http://bos.co.la.ca.us/>**

Thank you for your cooperation and attention.

## SAMPLE BOND FOR FAITHFUL PERFORMANCE

### Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

("Principal") and \_\_\_\_\_ ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the payment of which sum, the Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee entitled (Title) \_\_\_\_\_

(the "Franchise Agreement") for the performance of the terms, conditions, covenants and obligations and services set-forth in the Franchise Agreement, including but not limited to providing Franchise services in bins or dumpsters and roll-off boxes in the unincorporated areas of Los Angeles County and payment of the applicable franchise fee; and payment of any liquidated damages assessed pursuant to the Franchise Agreement; and

WHEREAS, the Franchise Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every covenant and obligation in the Franchise Agreement at the time and in the manner specified in the Franchise Agreement during the term of this bond, shall reimburse the Obligee for all loss and damage, which the Obligee may sustain by reason of failure or default on the part of the Principal, then this obligation shall be void, otherwise it shall remain in full force and effect.

PROVIDED, however that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_.
2. In the event of default by the Principal in the performance of the Franchise Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to damages as described in Section 15 of the Franchise Agreement. The Surety, after investigation, shall with reasonable promptness determine, the amount for which it may be liable to the Obligee as soon as practicable after the amount is determined, and tender payments to the Obligee to secure substitute services, remedy damages incurred, and ensure satisfaction of all performance obligations as set-forth in Section 15 of the Franchise Agreement and only for the purpose of enforcing such Franchise Agreement obligations as they pertain to this bond.
3. Except for a claim for compensatory damages as defined in Section 12, D.1 of the Franchise Agreement, no claim, action, suit or proceeding, except as hereinafter set-forth, shall be had or maintained against the Surety on this instrument unless it be brought or instituted and process served upon the Surety within two years after the expiration of the stated terms of this bond.
4. Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute loss by the Obligee recoverable under this bond, notwithstanding any language in the Franchise Agreement to the contrary.
5. The bond may be extended for additional one-year terms at the option of the Surety, by Continuation Certificate executed by the Surety.
6. The liability of the Surety under this bond and all Continuation Certificates shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Obligee and this bond cannot be assigned to any other party without the written consent of the Surety.
8. Other than the Surety's right to renew this bond to extend its termination date, the Surety stipulates and agrees that any change, extension of time, alteration or addition to the terms of the Contract, including alterations in the work to be done, or increase or decrease of the material to be furnished, shall not in any way release either the Principal or Surety, and Surety hereby waives notice of any such change, extension of time, alteration or addition.
9. In the event that suit is brought against this bond, the Surety will pay, in addition to the penal sum herein, costs and reasonable expenses and fees, including reasonable attorney's fees, as awarded and fixed by the court.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal

Surety

BY: \_\_\_\_\_ (Seal) BY: \_\_\_\_\_ (Seal)

Name and Title

Attorney-in-fact

BY: \_\_\_\_\_

Name and Title

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

BY:

\_\_\_\_\_  
Deputy



## PARENT/FRANCHISE GUARANTY

Insert Name of Signatory Guarantor and Description of its organization, such as "corporation duly organized and existing in good standing under the laws of the State of California"

\_\_\_\_\_, (**Guarantor**),  
executes this Guaranty to and for the benefit of the County of Los Angeles (**County**), a  
political subdivision of the State of California, on the date written below.

## RECITALS

Guarantor and County refer to the following facts:

WHEREAS, \_\_\_\_\_  
Insert Contractor Name

(Contractor), a \_\_\_\_\_  
Insert Relation to Guarantor, such as "a corporation wholly owned by Guarantor"

intends to submit a proposal (**Proposal**) in response to a Request for Proposals issued by County on \_\_\_\_\_ for an **EXCLUSIVE FRANCHISE**

Insert date of submission of RFP

**AGREEMENT FOR THE AREA OF** \_\_\_\_\_  
Insert Area Name

(the **Franchise Agreement**), which will be incorporated in this Guaranty by reference and made part of this Guaranty upon execution by County and Contractor together with the Proposal;

WHEREAS, it is in the interest of Guarantor that Contractor submits its proposal and enter into the Franchise Agreement with County;

WHEREAS, County is willing to accept the Contractor's proposal and/or enter into the Franchise Agreement only upon the condition that Guarantor executes this Guaranty;

WHEREAS, if Contractor fails to timely and fully perform its obligations under the Franchise Agreement, including the payment of monetary amounts or claims for those amounts (such as any Franchise Fees, payment of Transfer Deposits and Transfer Costs defined in Exhibit 5, Part 8.C., Payment of County's Transfer Costs, of the Franchise Agreement, and damages under Section 12.D of the Franchise Agreement), Guarantor is willing to guarantee the Contractor's timely and full performance of those obligations; and

NOW, THEREFORE, as an inducement to County to accept the Proposal and enter into the Franchise Agreement, Guarantor agrees as follows:

Capitalized terms used in this Guaranty and not otherwise defined in this Guaranty have the meaning defined in the Franchise Agreement.

**(1) GUARANTY OF THE CONTRACTOR'S OBLIGATIONS UNDER THE FRANCHISE AGREEMENT**

1. **Public Health and Safety.** Guarantor acknowledges public health and safety may be threatened if Contractor does not collect solid waste under the Franchise Agreement.
2. **Obligations.** Guarantor directly, unconditionally, irrevocably, and absolutely guarantees the timely and full performance of each of the Contractor's obligations under the Franchise Agreement, subject only to the defenses that Guarantor may assert under Section 7. Within 5 days of County's demand, Guarantor will perform or cause to be performed each of Contractor's obligations under the Franchise Agreement that Contractor has failed to perform.
3. **Obligors – No Personal Liability.** This Guaranty is binding upon and enforceable against the Guarantor, its successors, assigns, and lawful representatives. This Guaranty does *not* create any obligation on the part of any director, officer, employee or stockholder of Guarantor (or any affiliate thereof) to satisfy any obligation under this Guaranty. This Guaranty does *not* give County the right to look to those individuals to satisfy any obligation under this Guaranty. County may *not* make a judgment, order, or execution with respect to or in connection with this Guaranty against any of those individuals.
4. **Benefit.** This Guaranty is for the benefit of County, its successors, and assigns.

**(2) CHANGES IN CONTRACTOR'S OBLIGATIONS**

1. **Changes in Franchise Agreement or Contractor's Obligations Without Guarantor Consent.** The following events do not in any way modify any of Guarantor's obligations under this Guaranty or affect Guarantor's liability to County for those obligations. They do not require Guarantor's consent and County may exercise its rights with respect to those actions in County's sole discretion:
  - Amendments, extensions, renewals of the Franchise Agreement, or modification of Contractor's obligations under the Franchise Agreement.
  - Waiver of any right of County or obligation, Breach or Default of Contractor under the Franchise Agreement.

- Renewal, modification, or compromise of any liability of the Contractor for Contractor's obligations to County under the Franchise Agreement.
  - Release, compromise, or settlement of any dispute arising with Contractor under the Franchise Agreement.
  - Acceptance, release, or surrender of any Performance Assurance defined in Section 15.
2. **No Release or Discharge of Guaranty.** In any of the events listed in the preceding subsection 1, County is not obligated to reserve its rights against Guarantor under this Guaranty.
3. **No Guarantor Endorsement.** In any of the events listed in the preceding subsection 1, Guarantor does not need to additionally endorse this Guaranty.

**(3) TERM OF GUARANTY; CONTINUING**

1. **Term.** This Guaranty will remain in full-force and stay in effect until the later of the following events:
- All obligations of the Contractor under the Franchise Agreement including Contractor's payment obligations to County, such as damages, Franchise Fees, and reimbursements, are fully performed and satisfied in accordance with the Franchise Agreement, or
  - Contractor's obligations under the terms of the Franchise Agreement are discharged, released, or otherwise excused.
2. **Continuing.** This Guaranty is a continuing Guaranty and will continue to be effective or be reinstated, as applicable, if at any time any payment by Contractor under the Franchise Agreement or by Guarantor under this Guaranty is rescinded or County is otherwise required to return that payment, including upon reorganization, insolvency, or bankruptcy of the Contractor or Guarantor.

**(4) TRANSFER OF GUARANTY**

1. **Transfer.** In this Guaranty Transfer, "Transfer Deposit" and "Transfer Cost" have the respective meanings provided in the Franchise Agreement, *except* that the word "Guarantor" replaces the word "Contractor."

2. **Notice to County of Proposed Transfer.** Guarantor will give County notice of proposed Transfer of this Guaranty within 10 days of the first, to occur the following:
  - A press release is issued regarding any proposed Transfer, or
  - A Form 8-K or other filing with respect to a memorandum of intent or an Franchise Agreement and plan for Transfer, is filed with the Securities and Exchange Commission for that Transfer.
3. **Director Consent.** Guarantor may not Transfer this Guaranty or any rights or duties under it in whole or in part, and whether voluntarily or involuntarily, without the Director's prior written consent, the exercise of which is in the Director's sole discretion. Any Transfer or attempted Transfer of this Guaranty made without the Director's consent at County's option, will be null and void.
4. **Guarantor Demonstration.** Without obligating the Director to give consent, Guarantor must demonstrate to the Director's satisfaction that the proposed transferee has the operational and financial ability to satisfy Guarantor's obligations under this Guaranty.
5. **Payment of County's Transfer Costs.**
  - a. **Transfer Deposit.** Contractor must make any request for the Director's consent to a Transfer in the manner prescribed by the Director. Before the Director considers Guarantor's request, Guarantor must pay County a Transfer Deposit to reimburse County for Transfer Costs that County incurs. County will return to Guarantor any amounts paid in excess of the Transfer Costs incurred.
  - b. **Additional Transfer Costs.** In the course of County's processing Guarantor's request for Transfer, Guarantor must further pay County its additional Transfer Costs in excess of the Transfer Deposit within 30 days of the Director's request therefor, whether or not the Director approves the Transfer. At Guarantor's request, County will provide Guarantor access to all records evidencing the Transfer Costs incurred.
6. **County's Reimbursement Costs of Enforcement.** In addition, Guarantor must pay County's Reimbursement Costs for fees and investigation costs as County may deem necessary to enjoin the Transfer or to otherwise enforce this provision within 30 days of County's request therefor.

**(5) DEMANDS UNDER GUARANTY**

1. **Proceeding First Against Guarantor – No Preconditions.** Regardless of any cause of action, statement of facts, or any other event, County may enforce its rights under this Guaranty and proceed first and directly against Guarantor without proceeding against or exhausting any other remedies that County may have, including the following:
  - Enforcing any of County's rights or remedies or seeking to compel the Contractor to perform Contractor's obligations, under the Franchise Agreement or proceeding or taking any action against Contractor;
  - Filing claims with a court in the event of bankruptcy, insolvency, reorganization of Contractor;
  - Promptly or diligently making any claim under or pursuing or exhausting any remedy under, or otherwise enforcing the provisions of any Performance Assurance;
  - Seeking or obtaining recourse or any other action against anyone that may be liable for Contractor's obligations under the Franchise Agreement, in whole or in part.
2. **Partial Performance.** County may enforce its rights under this Guaranty and proceed first and directly against Guarantor even if Contractor or Guarantor has partially, but not fully, performed those obligations.
3. **Draw upon Performance Assurances.** County may enforce its rights under this Guaranty and proceed first and directly against Guarantor, even if County has drawn upon a Performance Assurance.
4. **Separate Demands.** Each of Contractor's failure to perform its obligations under the Franchise Agreement gives rise to a separate obligation by Guarantor under this Guaranty. County may make separate demands under this Guaranty when each failure occurs.

**(6) GUARANTOR'S DEFENSES AND WAIVERS**

1. **Allowable defenses.** Guarantor's obligations under this Guaranty are not affected, limited, modified or impaired by any cause of action, statement of facts or any other event, *except* for the following:

- discharge, release or excuse of any obligation of Contractor to County under the Franchise Agreement to the extent of the discharge, release or excuse and with respect to each obligation; and
- any legal or equitable right, defense, counterclaim or affirmative defense that Contractor could assert under the Franchise Agreement or law.

2. **Waiver of Other defenses.** Guarantor expressly waives each of the following listed items as a defense to Guarantor's liability under this Guaranty:

- The invalidity, irregularity, illegality or unenforceability of or any defect in or objections to the Franchise Agreement.
- Any modification, amendment, compromise, or waiver of compliance with or consent to variation from any of the provisions of the Franchise Agreement by the Contractor.
- Any release or discharge of any Performance Assurance, defined under Section 15 of the Franchise Agreement, or other collateral or security for Contractor's obligations under the Franchise Agreement.
- Any defense based upon the election of any remedies against Guarantor, the Contractor, or both, including any consequential loss by Guarantor of Guarantor's right to recover any deficiency by way of subrogation or otherwise, from the Contractor or any other Person.
- The recovery of any judgment against the Contractor, including enforcement or draw upon any Performance Assurance.
- Taking or omitting to take any of the actions that County must take under the Franchise Agreement.
- Any failure, omission, or delay on the part of County to enforce, assert or exercise any right, power, or remedy conferred on County by the Franchise Agreement or under a Performance Assurance, *except* to the extent that the failure, omission, or delay gives rise to an applicable statute of limitations defense by the Contractor with respect to a specific obligation.
- The bankruptcy, insolvency, reorganization, or similar proceeding involving or pertaining to the Contractor or County.

- Any order or decree of a court, trustee, or receiver in bankruptcy, insolvency, reorganization, or similar proceedings.
- Any circumstance that might constitute a legal or equitable discharge of a Guarantor of Contractor's obligations under the Franchise Agreement or limit the recourse of County to Guarantor.
- The existence or absence of any action to enforce the Franchise Agreement.
- Subject to the provisions of the Franchise Agreement relating to Uncontrollable Circumstances; any present or future Applicable Law purporting to reduce, amend, or otherwise affect the Franchise Agreement; or to vary any terms of payment or performance under the Franchise Agreement.
- County's obligation to give Guarantor any of the following notices:
  - County's acceptance of this Guaranty;
  - the creation, renewal, extension, and accrual of Guarantor's obligations under this Guaranty;
  - any Person's reliance on this Guaranty;
  - breach of this Guaranty by Guarantor under this Guaranty following demand for payment and Guarantor's failure to make payment;
  - Breach or Default by Contractor under the Franchise Agreement;
  - required under this Guaranty; and
  - required under law, to the extent permitted by law.
- Any defense of any kind, which Guarantor may now or hereafter have with respect to this Guaranty or the obligations of the Contractor under the Franchise Agreement, *except* the following:
  - any Notice to the Contractor required pursuant to the Franchise Agreement or law that preconditions the Contractor's obligation, or
  - the allowable defenses listed in subsection 3 above.

**(7) SET-OFFS ONLY WITH RESPECT TO GUARANTY OR FRANCHISE AGREEMENT**

1. **By Guarantor under Guaranty.** This Guaranty does not prohibit Guarantor from bringing any action or asserting any claim against County that does not arise from the Franchise Agreement as permitted by law or equity. However, Guarantor may *not* subject any of its obligations under this Guaranty to set-off, deduction, counterclaim, recoupment, defense, or other right that Guarantor may have against County on account of that action or claim.
2. **By the Contractor under Franchise Agreement.** This Guaranty does not prohibit Guarantor from subjecting any of Guarantor's obligations under this Guaranty to set-off, deduction, counterclaim, recoupment, defense or other right that the Contractor may assert against County under to the Franchise Agreement. However, Guarantor may *not* subject any of its obligations under this Guaranty to set-off, deduction, counterclaim, recoup, defense or other right that the Contractor may assert against County that does arise under the Franchise Agreement.

**(8) NO ASSERTION OF DELAYING ACTIONS**

To the extent that it may lawfully do so, Guarantor waives, relinquishes the benefit and advantage of, and will not assert any of the following actions that might delay, prevent, or otherwise impede the enforcement of the provisions of this Guaranty or the Franchise Agreement:

- appraisalment,
- valuation,
- stay,
- extension,
- redemption, or
- similar laws in force now or at any time after the execution of this Guaranty.

**(9) GUARANTOR'S EVENTS OF DEFAULT AND COUNTY'S REMEDIES**

1. Each of the following constitutes an event of default under this Guaranty:
  - (i) **Breach of Payment Obligation.** Guarantor fails to timely pay County any amount that Guarantor is obligated to pay under this Guaranty, including payments within five days of County's demand under Section 1.
  - (ii) **Threat to Public Health and Safety.** Guarantor does not Collect or cause to be Collected Solid Waste that Contractor has failed to



Collect, including Collection within 5 days of County's demand under Section 1.

- (iii) **Breach of Other Obligations.** Guarantor breaches any non-payment obligation of this Guaranty other than the other events of default listed in the preceding subsection (ii) and following subsections (iv) through (vi), whether by act or omission and does not cure that breach to the satisfaction of County within 30 days after County gives Notice.
- (iv) **Failure to Give Notice of Proposed Transfer.** Guarantor fails to timely give County required notice of proposed Transfer or fails to secure required County consent under Section 4.
- (v) **Bankruptcy, Insolvency, Liquidation.** Guarantor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or will consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator (or similar official) of Guarantor for any substantial part of Guarantor's operating assets or any substantial part of Guarantor's property, will make any general assignment for the benefit of Guarantor's creditors, or will fail generally to pay Guarantor's debts as they become due or will take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of this Guaranty in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Guarantor consents to or fails to oppose any said proceeding, or any said court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Guarantor, or for any substantial part of Guarantor's operating equipment or assets, or any said court orders the winding-up or liquidation of the affairs of Guarantor.

- (vi) **Breach of Representations or Warranties.** Any representation or warranty of Guarantor is untrue as of the date thereof or Guarantor knowingly makes, causes to be made, or condones the making of any false entry in its books, accounts, records, and reports under this Guaranty.

Guarantor acknowledges that any event of default under this Guaranty comprises a Default under the Franchise Agreement.

2. **Enforcement of One or More Breaches.** County may enforce one or more breaches or events of default under this Guaranty either separately or cumulatively at law or in equity.
3. **Remedies Cumulative.** No remedy of County under this Guaranty is exclusive of any other available remedy or remedies. Each and every remedy is cumulative and is in addition to every other remedy or remedies allowed under this Guaranty, the Franchise Agreement, or law and in equity (including specific performance).
4. **Payment of Costs of Enforcing Guaranty.** Guarantor must pay all costs, expenses, and fees (including, without limitation, all reasonable attorneys' fees) that County incurs in enforcing this Guaranty by suit or otherwise.

**(10) SUITS, ACTIONS, OR OTHER PROCEEDINGS**

1. Guarantor agrees to the following with respect to any suit, action, or other proceeding respecting this Guaranty, including enforcement of Guarantor's obligations under this Guaranty.
  - **Service of Process in California.** Service of process for Guarantor is in the State of California by prepaid registered mail, return receipt requested to the authorized representative of the Franchisee named under Franchisee Documentation under the Franchise Agreement
  - **Jurisdiction in California.** The courts of the State of California, and to the extent permitted by law, the United States District Court for the Central District of California or other federal district chosen by County, have exclusive jurisdiction.
2. **Venue in California.** Guarantor waives any objections that Guarantor might otherwise have to the venue of any of the courts described in the preceding subsection, for any trial.

**(11) AMENDMENT**

No amendment, change, modification, or termination of this Guaranty may be made except upon the written consent of Guarantor and County.

**(12) SEVERABILITY**

If a court of competent jurisdiction rules any provision (**Guaranty Provision**) of this Guaranty unconstitutional, invalid, illegal, nonbinding, or unenforceable, County and Guarantor will do the following:

- Promptly meet and negotiate a substitute for the Guaranty Provision and any related amendments, deletions, or additions to other provisions of this Guaranty, which together effect County's and Guarantor's original intent to the greatest extent allowable under law; and
- If necessary or desirable to accomplish preceding item, apply to the court that declared the invalidity for a judicial construction of the substituted Guaranty Provision and any amendments, deletions, or additions to this Guaranty. Within ten days of County's request, Guarantor must pay County an amount equal to the Direct Costs of the application.

The illegality, invalidity, nonbinding nature or unenforceability of any Guaranty Provision will not affect any of the remaining provisions of this Guaranty and this Guaranty will be construed and enforced as if the Guaranty Provision did not exist.

**(13) CONSTRUCTION AND INTERPRETATION OF GUARANTY**

1. **Gender and Plurality.** Words of the masculine gender include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa, unless the context demands otherwise.
2. **Headings; Font.** Any captions or headings in this Guaranty are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this Guaranty. Any underlined, italicized, bold-faced, upper captioned, or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this Guaranty.
3. **References to Parts.** References to Sections refer to Sections of this Guaranty, unless specified otherwise. Reference to "subsections" refers to the subsection contained in the same Section in which the reference occurs, unless otherwise referenced.
4. **Specifics of No Limitation on Generalities.** The mention of any specific duty or liability imposed on Guarantor may not be construed as a limitation or restriction of any general liability or duty imposed on Guarantor by this Guaranty or law.

5. **Interpretation.** This Guaranty must be interpreted and construed neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. No provision in this Guaranty may be construed against the drafting Party. Guarantor acknowledges that its determined to allow Contractor to provide Franchise Services in the Service Area and to execute the Franchise Agreement on Contractor's and Guarantor's own choice and initiative. By signing this Guaranty, Guarantor represents and warrants that it and its counsel have reviewed the Franchise Agreement and this Guaranty. By signing the Franchise Agreement, County represents and warrants that its counsel has reviewed the Franchise Agreement and this Guaranty.
6. **Meanings of Certain Words.** When used in this Guaranty, the following words have the ascribed meanings:
- "including" or "include" or variations thereof, means "including without limitation," "including, but not limited to," and "including, at a minimum."
  - "under" (e.g. this Guaranty, the Franchise Agreement, law) means "in accordance with the terms / provisions of" and "as required by the terms/provisions of."

**(14) ENTIRE GUARANTY**

This Guaranty constitutes the entire agreement between the parties to this Guaranty with respect to the rights and responsibilities of Guarantor contemplated by this Guaranty. This Guaranty completely and fully supersedes all prior oral and written understandings and agreements between the parties with respect to those rights and responsibilities.

**(15) WARRANTIES AND REPRESENTATIONS**

Guarantor warrants and represents the following, as of date it signs this Guaranty:

- Guarantor has the power, authority, and legal right to enter into this Guaranty and to perform its obligations and undertakings under this Guaranty.
- The execution, delivery, and performance of this Guaranty by Guarantor:
  - have been duly authorized by all necessary corporate and shareholder action on the part of Guarantor;

- have the requisite approval of all Federal, State, and local governing bodies having jurisdiction or authority with respect thereto;
  - do not violate any judgment, order, law or regulation applicable to Guarantor;
  - do not conflict with or constitute a default under any Franchise Agreement or instrument to which Guarantor is a party or by which Guarantor or its assets may be bound or affected; and
  - do not violate any provision of Guarantor's articles or certificate of incorporation or by-laws.
- This Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.
- There are no pending or, to the knowledge of Guarantor, threatened actions or proceedings before any court or administrative agency that would have a material adverse effect on the financial condition of Guarantor, or the ability of Guarantor to perform its obligations or undertakings under this Guaranty.

**(16) NOTICES**

All notices required to be given under this Guaranty must be made in writing and personally delivered, sent by telecopier (with receipt), or registered or certified mail, return receipt requested. All notices must be addressed to the following representatives of the parties:

COUNTY:

Business Relations and Contracts Division  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

GUARANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the address for notices by giving the other party at least 10 days written notice of the new address.

Notice is deemed effective at the following times:

- On the date personally delivered or sent by telecopier, with evidence of receipt; or
- Three days after the date of mailing.

**(17) COUNTERPARTS**

Guarantor may sign this Guaranty in any number of counterparts, some of which may not bear the signatures Guarantor. When signed and delivered, each counterpart is deemed to be an original and all of the counterparts, taken together, are deemed to constitute one and the same instrument; *provided, however,* that in pleading or proving this Guaranty, County need not produce more than one copy bearing the signature of Guarantor.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year below written.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Title

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Title

[Notarize]



Department of the Treasury  
**Internal Revenue Service**

## Notice 1015

(Rev. December 2019)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2019 are less than \$55,952 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

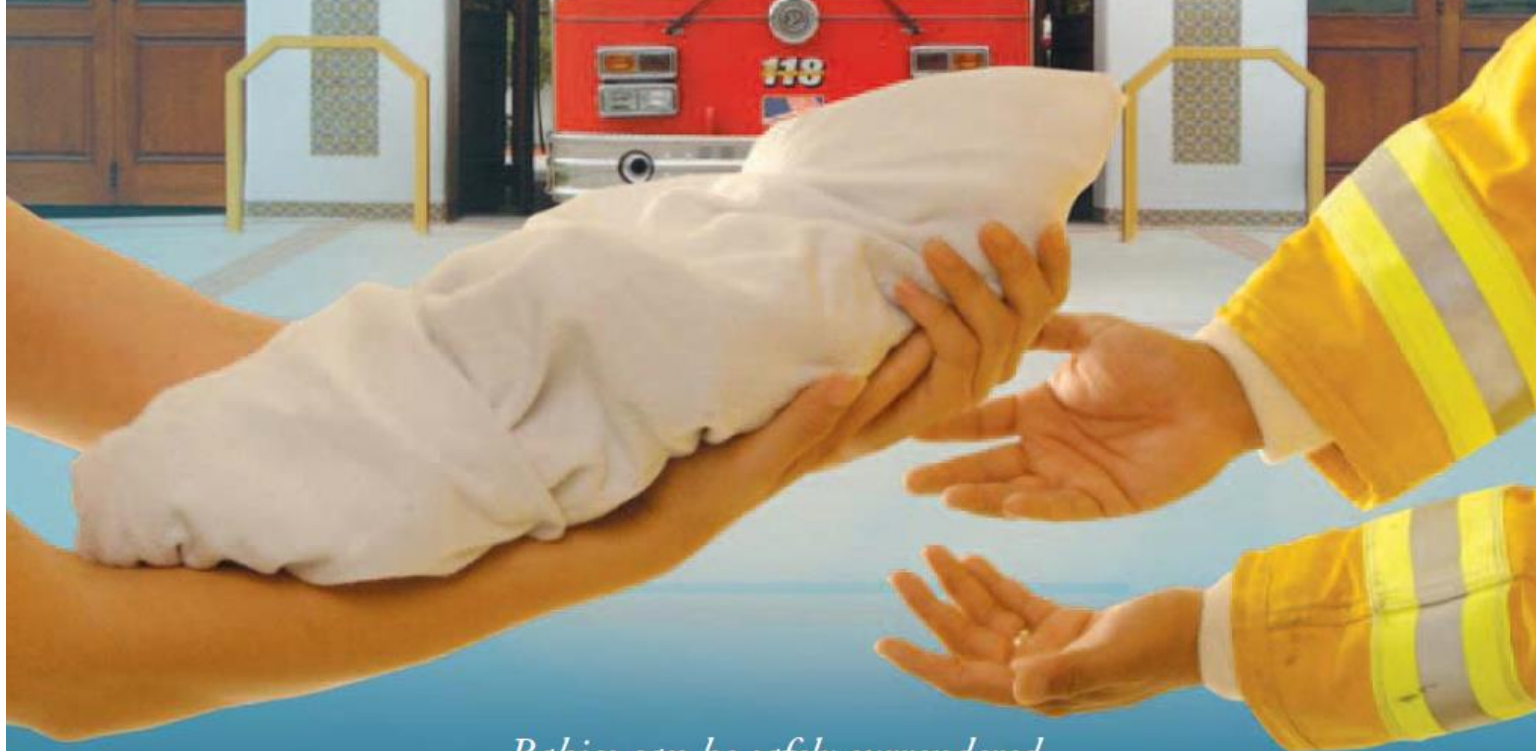
#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

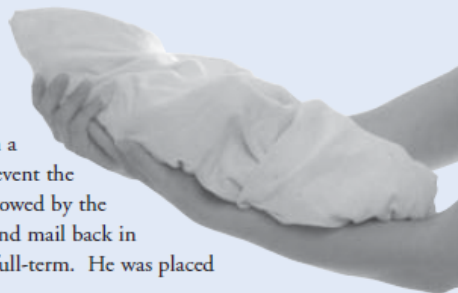
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County, fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;
12. A nonagreement purchase worth a value of less than \$5,000 pursuant to

the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

# Part II

## Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,  
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

**THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF  
HACIENDA HEIGHTS (BRC0000052)**



**DRAFT**



Part I

Sample Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

AND

**[name of waste hauler]**

THE EXCLUSIVE FRANCHISE CONTRACT FOR PROVISION OF SOLID WASTE  
COLLECTION SERVICES  
(BRC0000052)

FOR THE SERVICE AREA OF

**HACIENDA HEIGHTS**

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

**April 1, 2021**

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This Exclusive Franchise Contract For the Area of Hacienda Heights (CONTRACT) is made and entered into on \_\_\_\_\_, 2020, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and \_\_\_\_\_, a Corporation or Limited Liability Company registered in the State of \_\_\_\_\_ (CONTRACTOR).

### RECITALS:

**Purpose.** To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

**Solid Waste Haul Permits.** County of Los Angeles Department of Public Health issued permits to haulers for the hauling of solid waste with requirements to protect public health and safety, including frequency of Collection and Collection Vehicle maintenance. CONTRACTOR shall continue to obtain that permit and comply with all its provisions; and

**Mandatory Solid Waste Diversion.** The State of California has found and declared that the amount of solid waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all solid waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a time line to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must meet CalRecycle's targets related to Organics. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR'S AB 939 waste Diversion programs, record keeping, and reporting; and

**County Waste Management Plan.** COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2014. It is a comprehensive plan for a waste free future, and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045; and

**Task 1: Waste Discarded in Containers.** Director has determined to provide for Municipal Solid Waste (MSW) Management Services in portions of COUNTY under the terms of this CONTRACT for reasons including the following:

- To assist residents and certain businesses located in the Service Area that discard solid waste in Carts to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939 and other laws.

This CONTRACT requires the Diversion of Organics from landfills as described in SB 1383. Green Waste is defined in Attachment 5-10A and is organic matter generated from landscaping and gardens. Green Waste will continue to be Collected from the Green Waste Container; however, the Green Waste Container may also be used to Collect Food Waste and other Organic Waste specified in SB 1383. Due to the familiarity of the green colored container being referred to as the Green Waste Container, that description will remain unchanged, even if Food Waste is placed inside.

COUNTY issued a 5-year notice under California Public Resources Code (PRC) Section 49520 of COUNTY'S intent to authorize, among other options, the exclusive franchising of MSW Management Services in portions of COUNTY; and

**Task 2: Abandoned Waste Collection.** Director has also determined to contract for Collection of the following in this CONTRACT:

- Efficient removal of Abandoned Waste and preventing the illegal dumping from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents.
- Maintenance of public curbside receptacles.
- Removal of Carts, Dumpsters, and roll-off containers the Director has deemed abandoned.
- Removal of waste from abandoned Homeless Encampments and provide regular Collection from occupied Homeless Encampments.
- Provide emergency services to remove Solid Waste not collected in any part of the County of Los Angeles or adjacent counties that in the judgement of the Director creates a danger to public health, safety, or welfare.

**Compliance with Law.** CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and Disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

**CONTRACTOR / "Arranger".** Under this Contract, COUNTY may exercise control over the disposal or other disposition of the Solid Waste handled by the CONTRACTOR, commonly referred to as flow control. It may designate or determine the use of any given Solid Waste Facility. Although minimum scope of Contract Services, Service Specifications, and Service Standards are set forth in this CONTRACT, COUNTY has not, and by this CONTRACT does not, supervise Contract Services or assume title to Solid Waste; and

**Competitive Procurement.** COUNTY issued a Request for Proposals (RFP) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals, including their proposed schedule of rates and charges. For franchised services, COUNTY selected a CONTRACTOR based, among other things, on CONTRACTOR'S price proposal and work plan for Contract Services.

**Compensation.** The following describes the compensation allowed under this CONTRACT:

- Exhibit 7 provides for CONTRACTOR'S compensation under Task 1 Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Fees in the Customer Fee Schedule in Attachment 7-2 Task 1 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR's compensation under Task 2 Services and COUNTY Service Fees in Attachment 7-3 Task 2 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR'S compensation for substitute, emergency, and backup services. Under this CONTRACT, the CONTRACTOR cannot charge COUNTY more than the rates in Attachment 7-4 Emergency Service Fees in Exhibit 3A2 or comparable municipal Solid Waste fees.
- In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

**Franchise Authorization.** PRC Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of aspects of Solid Waste management services, including:

- The nature, location, and level/extent of services;
- The frequency of collection;
- The means of collection and transportation;
- The Service Fees and fees; and
- Whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise.

County Code Chapter 20.70 authorizes Director to require franchises in any part of the unincorporated territory of COUNTY that is not served by a Garbage Disposal District.

**Franchise Development.** COUNTY consulted with representatives of waste haulers in developing the original agreement. COUNTY and representatives of the private hauling industry met many times to discuss the scope of franchise services, service specifications, service standards, and other performance obligations and to address the industry's questions, comments, and concerns.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This CONTRACT applies to both Contract Services (Task 1 Services and Task 2 Services), unless specifically indicated otherwise. However, Exhibits 3A1 and 3A3 apply only to Task 1 Services, and Exhibit 3A2 applies only to Task 2 Services.



## **SECTION 1 - GRANT OF RIGHTS AND PRIVILEGES TO PROVIDE TASK 1 SERVICES**

**Customer Service = Task 1 Services = Basic Service + Additional Customer Services**

**County Services = Task 2 Services**

**Contract Services = Customer Service + County Service**

**Additional Customer Services** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that require a Customer Surcharge, including the more than once per week Collection frequency in item B3, more than one 96-gallon Refuse Container, or a locking Recyclables Cart.

**Basic Service** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in item D.

**Task 1 Services** all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises.

**Task 2 Services** means all Performance Obligations prescribed in Exhibit 3A2.

### **A. Requirements/Grant of Rights**

#### **1. Grant of Rights and Privileges**

COUNTY grants CONTRACTOR the right and privilege, together with the Performance Obligations, to provide Contract Services.

##### **a. Conditions**

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations,
- No CONTRACTOR Default has occurred; and
- CONTRACTOR fully and timely pays applicable Franchise Fees

##### **b. CONTRACTOR Acceptance**

CONTRACTOR accepts these rights and privileges, together with Performance Obligations, subject to all terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

**2. Grant of Exclusive Franchise for Collection in Carts**

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege together with the obligation to provide franchise services, by making independent arrangements with customer, with respect to solid waste discarded in Carts and within the Service Area, subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

If a city annexes any portion of the Service Area, COUNTY and CONTRACTOR shall replace the maps of the Service Area in Item A1.3 of Exhibit 16 with new maps that reflect deletion of the annexed area on the date that the annexation becomes effective. County Service Fees will be adjusted in accordance with Item C 12 of Section 7

**B. Exclusions from Service**

**1. Solid Waste to be Self-Hauled**

This CONTRACT excludes the right and privilege that CONTRACTOR Collect, transport, and Divert/Dispose Solid Waste that Persons self-haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those Premises, may collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises.

**2. COUNTY and Third-Party Agencies**

This CONTRACT excludes the right and privilege to arrange to provide Task 1 Services to Premises owned or controlled by any of the following entities:

- COUNTY or any other entity governed by the Board of Supervisors;
- State of California;
- Federal government;
- Any city;
- Any public-school district; or
- Any entity that is excluded by Applicable Law from the obligation to subscribe to Task 1 Services under this CONTRACT.

This CONTRACT does not prohibit CONTRACTOR from executing separate contracts with those entities to provide MSW Management Services.

**3. Rights Under California Public Resources Code Section 49520**

**a. Exclusion**

This CONTRACT excludes the right and privilege to arrange for providing Contract Services with any Person who is receiving Solid Waste handling services from a solid waste enterprise that has the statutory right to continue to provide solid waste handling services to that Person under PRC Section 49520 *et seq.*

**b. Acknowledgement**

CONTRACTOR acknowledges:

**(1) No Statutory Rights**

This CONTRACT does not grant CONTRACTOR any rights under PRC Section 49250 *et seq.*

**(2) Expired Term**

This CONTRACT is an exclusive franchise.

Upon expiration of this CONTRACT, no unexpired Term will remain. CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49250 *et seq.*

**(3) Terminated CONTRACT**

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49251.

**(4) Contract Claims**

CONTRACTOR does not have the right to make any claim under PRC Section 49520, but only under this CONTRACT.

**c. Stop Contract Services / Procure New Services**

Upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. After expiration or termination of this CONTRACT, COUNTY may reprocore one or more agreements for MSW Management Services with CONTRACTOR or other

Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

**4. Donation or Selling of Recyclables**

This CONTRACT excludes the right and privilege to Collect Recyclables that Occupant donates or sells to Persons other than CONTRACTOR.

**5. Collection of Food Waste or Recyclables from Commercial Franchise Carts**

This CONTRACT excludes the right and privilege to Collect Food Waste that is separated from other Solid Waste subject to COUNTY's Commercial Franchise Agreements. For example, CONTRACTOR cannot Collect Food Waste or Recyclables from Carts provided under the Commercial Franchise agreement with COUNTY.

**C. Exclusions from Exclusivity**

**1. County Services – Abandoned Waste and Litter Collection Services**

This CONTRACT is not exclusive in regards to County Services. COUNTY reserves the right to use its own forces or to contract with any company to Collect Abandoned Waste or empty public receptacles.

**2. Emergency Services**

This CONTRACT is not exclusive in regards to Collection of Solid Waste during emergencies, as described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to provide Solid Waste services within this Service Area.

**3. Food Waste**

This CONTRACT is not exclusive in regards to Collection, transportation and Diversion of Food Waste. This exclusion also applies to Food Waste discarded in Carts by Commercial Franchise customers. Commencing upon the Commencement Date, CONTRACTOR shall Collect Food Waste discarded with Refuse.

At any time after the Commencement Date, in its sole discretion, COUNTY may do either of the following with respect to Collection, transportation, and Diversion of Food Waste that is discarded separately from Refuse:

- Renegotiate a change to this CONTRACT or enter a separate contract with the CONTRACTOR; or

- Enter a contract with another Person.

#### **4. Collection of Solid Waste in Dumpsters**

This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste in Dumpsters, including Manure-only Dumpsters. Persons may arrange with any COUNTY Authorized Commercial Waste Hauler to provide MSW Management Services in Dumpsters. Persons may have Carts with exclusive Collection services from CONTRACTOR and have a Dumpster with service from another waste hauler.

#### **5. Collection of Solid Waste Billed to Certain Home Owners Associations**

This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste to commercial accounts where:

- One Home Owners Associations pays the bill for all residences,
- There are 5 or more residences, and
- There is at least one dumpster included.

These accounts may or may not include Cart services.

### **D. Definition of Rights**

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Task 1 Services set forth in this CONTRACT and receipt of compensation therefore, CONTRACTOR shall cease providing Contract Services on the Expiration Date even if that Expiration Date should occur before the expiration of the period described in PRC Section 49520. This CONTRACT and acknowledgments in this CONTRACT do not foreclose COUNTY from re-procuring contracts for MSW Management Services, including from CONTRACTOR, after termination of this CONTRACT, by nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competitive bidding.

### **E. Fees to COUNTY**

In consideration for exclusive franchise rights granted under this CONTRACT, CONTRACTOR shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. CONTRACTOR shall not separately identify the Franchise Fee in correspondence with Customers, including in Terms and Conditions, bills, or invoices.

CONTRACTOR acknowledges the following:

- The elimination of competition with private persons for Contract Services under this exclusive franchise has significant monetary value to CONTRACTOR, and the franchise fee is consideration for that exclusivity.
- The franchise fee is a cost of doing business, like capital, fuel and labor costs.
- Paying COUNTY the franchise fee is an obligation of CONTRACTOR and not an obligation of Customers.

## **F. Privacy (Contract Services)**

### **1. General**

CONTRACTOR shall strictly observe and protect the rights of privacy of Customers and Occupants. CONTRACTOR shall not reveal to a Person other than COUNTY any information identifying individual Customers and Occupants or the composition or contents of a Customer's Solid Waste to any Person unless under Section 9 or upon the authority of law or upon valid authorization of the Customer. This provision may not be construed to excuse CONTRACTOR from its obligations to assist COUNTY in the preparation of Solid Waste characterization studies or waste stream analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

### **2. Mailing Lists**

CONTRACTOR shall not market or distribute mailing lists with the names and addresses of Customers and Occupants.

### **3. Privacy Rights Cumulative**

CONTRACTOR'S obligations in this Section are in addition to any other privacy rights accorded Customers and Occupants under Applicable Law.

## **G. Ownership of Solid Waste**

This CONTRACT does not purport to grant CONTRACTOR ownership over Solid Waste. The right to possession or ownership of Solid Waste placed at the Set-Out Site for Collection, including Green Waste, Food Waste, Recyclables, and Abandoned Waste, will be determined in accordance with existing law and is not affected by this CONTRACT. COUNTY acknowledges that it has no ownership rights in Solid Waste and that CONTRACTOR may provide for transfer of ownership in the Terms and Conditions.

## SECTION 2 - TERM OF CONTRACT

### A. Term of Contract Services

This CONTRACT is effective and binding on the Execution Date. It expires on the Expiration Date. Certain Performance Obligations survive expiration or termination of this Contract under subsection B below.

**“Commencement Date”** may be as early as April 1, 2021.

**“Term”** is the period beginning on the Execution Date and ending on the Expiration Date.

**“Execution Date”** is the date both COUNTY and CONTRACTOR mutually sign this CONTRACT.

**“Expiration Date”** is any of the following days, as may be extended described in the following subsection A1 of this Section:

- March 31, 2028, or
- An earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

#### 1. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A2, A3, and A4.

#### 2. Two, 2-Year Extensions

Director may, in his sole discretion, extend the Term of this CONTRACT for up to two additional two-year periods.

#### 3. Six, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to six times, each time in an increment of one to six months for a total of no more than six months. For example, the Director may first extend the Term for three months, subsequently extend it for two more months, and lastly extend it for one more month.

#### 4. Contract Extension Cumulative

The contract extensions are cumulative and may be exercised in any order. For example, after the end of the initial Term, Director may issue two 2-year extensions, one 3-month extension, followed by one 1-month extensions.

**5. Transition to Next Waste Hauler**

Certain obligations of CONTRACTOR survive the termination of this CONTRACT as provided under subsection B6 below.

**6. Notification to CONTRACTOR**

Director will Notify CONTRACTOR of the intent to extend or not extend this CONTRACT no later than the following:

- 90 calendar days before a 2-year extension begins
- 10 calendar days before a 30-day extension begins

**B. Obligations Upon Expiration or Termination of CONTRACT**

The following provisions will survive the expiration or termination of this CONTRACT:

**1. Acknowledgements**

All acknowledgments, including those in the following Sections:

- Item D of Section 1 (inapplicability of PRC 49520)
- Item C of Section 2 (no recovery of undepreciated asset value)
- Item A of Section 3 (no COUNTY responsibility for supervising or performing Task 1 Services)
- Item A of Section 9 (Record maintenance)
- Part 10 of Exhibit 5 (interpretation of this CONTRACT)

**2. Representations and Warranties**

All representations and warranties, including those made in accordance with the following Sections:

- Part 10 of Exhibit 5 with respect to review of this CONTRACT
- Item B of Section 14, Authority to Execute
- Attachment 5-9H, CONTRACTOR'S Representations and Warranties

**3. Indemnities**

All Indemnities.

**4. Payments**

All obligations to pay any due and payable monetary amounts or requests for those amounts, including:

- Payment of Transfer Deposits and Transfer Costs



- Damages under item D of Section 12
- Payment of County Service Fees under Exhibit 3A2
- Refund due to Customers that pay Customer Service Fees in advance of Customer Service
- Any Franchise Fees

**5. Records and Reports**

All obligations to maintain and submit Records and Reports, including:

- The final Annual Report
- Information with respect to Solid Waste Facilities
- Copies of certificates of insurance or other evidence of coverage
- Records of Disposal
- Notice of Destruction of Records of Disposal
- Inspection and audit
- Records of Abandoned Waste Collection including supporting documentation

**6. Provisions Surviving Expiration Date**

Any other provisions of this CONTRACT and rights and obligations of the Parties stated to survive the Expiration Date, including:

- This subsection B6 (cooperation during transition; removal of Carts), and
- Subsection C (no recovery of undepreciated asset value).

***a. Cooperation During Transition***

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee, permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition.

***b. Removal of Carts***

With respect to Task 1 Services, CONTRACTOR shall not remove a Container from any Premises until the earlier of:

- The date any replacement Containers are provided to the Customer by succeeding contractor, or
- 2 weeks after the Expiration Date.

**7. Container Purchase Option**

COUNTY may purchase Containers as specified in item D11 of Exhibit 3A1.

**C. Undepreciated Assets**

If any of CONTRACTOR'S Service Assets remain undepreciated upon the expiration or earlier termination by COUNTY of this CONTRACT, CONTRACTOR has no right to recover amounts equal to the undepreciated asset value from COUNTY or Customers, and neither COUNTY nor Customers are obligated to compensate CONTRACTOR for any undepreciated asset value.

CONTRACTOR acknowledges that when exercising its option to extend the Expiration Date, COUNTY need not consider whether any Service Assets are not fully depreciated as of the Expiration Date, and that CONTRACTOR invested in and depreciated those Service Assets in CONTRACTOR'S sole discretion.

## SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS (Contract Services)

### A. Prescribed Scope

#### 1. Task 1 Services

With respect to Task 1 Services, CONTRACTOR shall arrange to provide services to Premises in the Service Area in accordance with Exhibit 3A1 to both the following:

- Any Person in the Service Area who was receiving service immediately prior to the Commencement Date from COUNTY's contractor under a previous contract with COUNTY, and
- Any Person who requests Task 1 Services.

#### 2. Task 2 Services

With respect to Task 2 Services, CONTRACTOR shall provide services to Director in accordance with Exhibit 3A2.

#### 3. Additional Contract Services Requirements

With respect to additional Contract Services, CONTRACTOR shall provide services in the Service Area to Director in accordance with Exhibit 3A3.

#### 4. General

Contract Services include providing Goods, Services, and Property necessary to meet Performance Obligations, including:

- Labor and supervision;
- Software and hardware, including Records of Customer subscription and complaints, billing, and routing, and system utilized by Director to track Task 1 and Task 2 Services;
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts;
- Equipment, including Vehicles, Carts, or other Containers (such as for special events);
- Supplies;
- Insurance, bonds, or other performance security if the insurer, surety, or another provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and Office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has the

freedom and discretion to determine the means, manner, or method of providing Contract Services. CONTRACTOR acknowledges that in entering into this CONTRACT, COUNTY is not responsible for supervising CONTRACTOR or for performance of any Contract Services. CONTRACTOR is responsible for choosing the Solid Waste Facilities, unless otherwise directed by COUNTY. In addition, COUNTY is not the owner or titleholder of any material Collected, transported, Disposed of, or otherwise handled by CONTRACTOR.

Any work performed outside the Performance Specifications without Director's prior written approval will be deemed to be a gratuitous effort by CONTRACTOR. CONTRACTOR shall have no claim against COUNTY for any consequential or related liabilities.

## **B. Change in Scope of Services**

### **1. Task 1**

Director may change the scope of Task 1 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in the Customer Service Fees in accordance with item A of Section 7.

### **2. Task 2**

Director may change the scope of Task 2 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in COUNTY Service Fees in accordance with Attachment 7-3 Task 2 Service Fees.

## **C. Vehicles**

### **1. General**

CONTRACTOR shall provide Vehicles of appropriate numbers, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recyclables, Organics, Food Waste, Bulky Items, and Abandoned Waste. CONTRACTOR shall also provide non-compacting Vehicles for the Collection of E-waste, white goods and any other material that contains chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street. CONTRACTOR shall equip Vehicles with a shovel, broom, and petroleum absorbent agents. CONTRACTOR shall comply with any additional requirement with respect to the Vehicle as set forth in Exhibit 3A3.

### **2. Automation**

CONTRACTOR shall Collect Refuse, Recyclables, and Organics in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles:

- a. Bulky Items including E-waste
- b. Holiday trees
- c. Solid Waste discarded at Set-Out Sites that are Difficult to Service

**3. Fuel/Power**

Within the first six months after Execution, all Vehicles used for automated Collection must use Liquid Natural Gas or Compressed Natural Gas fuel, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

**4. Extra Vehicles**

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, complaints, and emergencies. Director may specify a minimum number of backup Vehicles.

**5. Maintenance**

CONTRACTOR shall maintain Vehicles reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain Records of inspections and maintenance of all mechanical equipment that CONTRACTOR uses to provide Contract Services, including Vehicles. CONTRACTOR will use Vehicles that are safe to operate, in accordance with the requirements promulgated by COUNTY Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. CONTRACTOR shall allow Director to view all inspection and maintenance Records and shall provide Director with those Records upon request.

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making noise, or exhibiting other significant issues identified by Director.

**6. Vehicle List**

CONTRACTOR shall use only Vehicles that have been submitted to and approved by Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using Form V, accessible through Director's Solid Waste Information Management System (SWIMS) and update it as Vehicles change.

**7. Vehicle Billboards**

CONTRACTOR shall equip automated Collection Vehicles with frames on both sides capable of securing signs measuring approximately 30 inches by 90 inches or another dimension approved by Director. CONTRACTOR shall design, print, and install signs on each frame promoting Recycling, Diversion and safe handling of Unpermitted Waste or other topics as requested by Director, with text, graphics, and design approved by Director, up to six times throughout the CONTRACT term. CONTRACTOR shall ensure that the appropriate Director-approved signs are affixed to the Vehicle always. Director reserves the right to interchange any of the six signs up to four times per Contract Year. CONTRACTOR shall not use the billboards for commercial advertising. Item B3 of Exhibit 16 includes examples of sign designs.

**8. Company Name**

CONTRACTOR's name or other name, as approved by Director, and logo shall appear on all Vehicles.

**9. Vehicle Monitoring**

In all Vehicles used for Collection of Task 1 or Task 2 Services, CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and at a minimum, a camera facing forward and a camera facing the Solid Waste as it falls into the Vehicle, unless Director consents otherwise. Monitoring equipment must be recording once a Vehicle leaves the yard during days of operation. Providing access to live streaming of video or GPS data to Director is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

Reports submitted to Director are to include maps of the vehicle's location with times as recorded based on the pinging and the video captured by the cameras, both with time and date stamps.

On a weekly basis, Director may request copies of Reports for one specific location and a second location within a Hot Zone, if applicable to the Service Area. This will typically be for one street or alley for one block. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated. For example, a high number of missed Collections or complaints of Collection after 6 pm would be an indicator for requesting additional Reports.

On a monthly basis, Director may request a copy of Reports for one entire Collection route that a specific Collection Vehicle travels in one day. This

will typically be from the time the Vehicle leaves the yard until it returns at the end of the day.

CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g. between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). CONTRACTOR's failure to provide Reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested Report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second. Recording of the video must be segmented for each Collection and not continuous for the entire route. Video must be geo-tagged to each Collection.

CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as requested by Director.

**a. Video Equipment**

**(1) Forward Facing Camera**

CONTRACTOR's automated Collection Vehicles shall be equipped with functioning, forward facing, or angled slightly to the right, video recording equipment to validate service complaints such as missed Collections and other items that may be of interest to Director.

**(2) Waste Collection Facing**

CONTRACTOR's automated Collection Vehicles shall be equipped with functioning, video recording equipment to validate Occupant compliance with County Disposal practices and applicable laws. Camera is to face forward on a front-loading Vehicle and toward the curb/passenger side for side-loading Vehicles. Video may be of interest to Director for use in conducting route reviews and contamination investigations required under SB 1383.

CONTRACTOR is to conduct a route review for prohibited Container contaminants on randomly selected Containers in a manner that results in all Collection routes being reviewed

annually. This may include CONTRACTOR's driver monitoring the live video screen or office staff reviewing recordings, looking for contamination and tag/mark each video for further investigation by Director. CONTRACTOR is to include a plan for Director's approval to accomplish this requirement within 60 calendar days of CONTRACT Execution.

***b. Global Positioning System (GPS)***

GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 30 calendar days or other duration approved by Director.

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every ten seconds for other Collection Vehicles, when within the Service Area.

**10. Special Vehicles**

See Exhibit 3A3 for possible special Vehicle requirements in this Service Area. This is likely only for areas with significant mountainous terrain.

**11. Scales**

Within 6 months of Director's request, all Automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request.

**12. No Comingling of Abandoned Waste and Bulky Items**

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary in order to allow CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with very little Abandoned Waste.



## SECTION 4 - SERVICE STANDARDS

### A. Public Health and Safety; Nuisances (Contract Services)

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below.

#### 1. Litter

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Item or Abandoned Waste, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site from which CONTRACTOR Collected the Bulky Item or Abandoned Waste. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

#### 2. Spills

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

#### 3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, or other liquid from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials.

#### 4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles. CONTRACTOR shall cause the least possible obstruction and

inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

## **B. Private Property (Task 1 Services)**

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

### **1. Private Property**

#### ***a. Acknowledgements***

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

#### ***b. Damage to Pavement: Waiver***

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR'S entry and waive liability for CONTRACTOR'S damage to driveways or other pavement, in a form satisfactory to Director. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

#### ***c. Personal Injury: Indemnity***

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

#### ***d. CONTRACTOR Indemnifies COUNTY***

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or

noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

**2. Single-Pass Collection**

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Organics) on private alleys, streets, and parking lots, CONTRACTOR shall submit a request to Director in accordance with item M of Section 4, Single-Pass Collection.

**C. Non-Collection (Contract Services)**

CONTRACTOR is not obligated to Collect in any of the following events but must Report events to Director:

**1. Unpermitted Waste**

CONTRACTOR observes the presence of Unpermitted Waste at the Set-Out Site other than any Unpermitted Waste that CONTRACTOR Collects as Bulky Items;

**2. Unsafe Condition**

CONTRACTOR observes an unsafe condition at the Set-Out Site.

**3. Not Bagged or Bundled**

Solid Waste not placed in a Container, bags or bundles. Bulky Items do not need to be placed in a Container, bag, or bundle.

**4. Not At Set-Out Site**

A Container or a Bulky Item that is not placed at the Set-Out Site, except if a Customer has Roll-Out Service.

**5. Exceed Weight Limitations**

A Container exceeds any weight limitations described in Terms and Conditions.

**6. Delinquent Payment**

The Customer has not timely paid CONTRACTOR'S invoice for Task 1 Services in accordance with to item B7 of Section 7. One week prior to removing a Container for nonpayment of Customer Service Fees, CONTRACTOR shall also leave a notice for Occupants on a Container and call, e-mail or text Customer stating the deadline for payment.

**7. Inaccessible Premises**

The Premises are not accessible to Vehicles.

**8. Contamination**

**a. *Recyclables Containers***

Refuse, Organics, or Manure in a Recyclables Container.

**b. *Green Waste Containers***

Refuse, Recyclables, or Manure in a Green Waste Container unless Manure is specifically allowed.

**c. *Refuse Containers***

Manure in a Refuse Container.

**d. *Manure Containers***

Refuse, Recyclables, or Organics in a Manure Container unless Green Waste or Food Waste is specifically allowed.

**9. Unscheduled**

Unscheduled excess Refuse, Green Waste, Bulky Items, and E-waste in areas requiring advanced scheduling for collection under Exhibit 3A1. CONTRACTOR shall call, e-mail, or text Occupant by next Service Day to:

- Notify of the non-collection,
- Educate and explain why waste was not Collected, and
- Schedule the Collection.

If CONTRACTOR does not Collect Occupant's discarded Solid Waste, it shall complete a non-Collection notice and leave it securely attached to Occupant's Container or Bulky Items unless it is unsafe to do so. CONTRACTOR will use the form of non-Collection notice approved by Director in CONTRACTOR Documentation. The form must describe all the following:

- The reason CONTRACTOR did not Collect Occupant's Solid Waste,
- How the Customer can correct the problem, and
- How the Customer can contact CONTRACTOR.

Additionally, if the Occupant of the serviced Premises has signed up for electronic messages, such as the Smart-eClub, CONTRACTOR shall send a text or e-mail to the Occupant.

CONTRACTOR shall Collect the Customer's Solid Waste without additional cost to the Customer at the following times:

- **Same day:** no later than 6 p.m. on the day CONTRACTOR left the Non-Collection notice, if the Customer notifies CONTRACTOR before 12 p.m. that same day, or
- **Next day:** on the next day, if the Customer notifies CONTRACTOR after 12 p.m. that same day.

#### **D. Nondiscrimination**

CONTRACTOR shall comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e-2000e(17). CONTRACTOR shall not exclude any Customer from receiving Contract Services on the grounds of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation. It shall not exclude them from participating in, deny them the benefits of, or otherwise subject them to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

#### **E. CONTRACTOR Waste Reduction Practices (Contract Services)**

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by joining the Smart-eClub in item C2 of Section 6.

#### **F. Customer Correspondence and Other Materials (Task 1 Service)**

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least eight County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

## **G. Publicity and News Media Relations**

### **1. Publicity**

Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or subcontractors may, without Director consent, publicize its Contract Services or indicate in its proposals and sales materials that it has been awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY'S Chief Executive Officer and County Counsel.

### **2. News Media Relations; Trade Journal Articles**

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR'S proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR'S draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

## **H. Responsiveness to County (Contract Services)**

CONTRACTOR shall meet the following standards:

### **1. Normal**

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

**2. Special Events**

Respond to telephone message within one hour during special events, such as Mulch and Compost Giveaway Events and Annual Cleanup Events.

**3. Emergency Telephone Messages**

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

**4. Written Correspondence**

Respond to written correspondence from Director within one week of receipt.

**5. Meetings**

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

**I. No Commingling of Solid Waste**

**1. No Commingling Between Areas (Contract Services)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with the Service Area with any other Solid Waste that it Collects outside the Service Area in cities, counties, or other unincorporated areas, without prior written consent of Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste collected in the Service Area separately from records with respect to Solid Waste collected outside the Service Area, including its weight.

**2. No Commingling of Different Materials (Task 1 Service)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written consent of Director, as detailed in item M of this Section. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclable or Green Waste until after it has



emptied its Refuse load at the approved facility. Additional requirements are in item G2 of Exhibit 3A1.

#### **J. Key Personnel (Contract Services)**

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in CONTRACTOR Documentation, Exhibit 17.

CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

##### **1. Emergency Telephone Number**

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

##### **2. Lead Person**

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

#### **K. Uniforms (Contracts)**

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR'S logo.

#### **L. Confidentiality (Contracts)**

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law.



CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation. CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

**M. Single-Pass Collection (Task 1)**

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Customers may commingle and discard Refuse, Recyclables, and Organics, and CONTRACTOR may Collect them in the same Container.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a materials recovery facility, and Divert them. Director may approve Disposal of Recyclables and Organics based upon the number of Customers. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on extremely narrow or steep roads and other places where it is difficult to Collect with Collection Vehicles used elsewhere in the Service Area. Requests must include the following:

- Proposed addresses.
- Written consent from most Customers affected by the single-pass.
- Notification to Customers residing on the Premises being serviced.
- Single-type (Refuse) Containers without Recyclables and Green Waste Containers.

## **SECTION 5 - ADDITIONAL CONTRACT PROVISIONS**

Exhibit 5 contains additional CONTRACT provisions that are incorporates by reference into the CONTRACT. Exhibit 5 includes the following parts:

- Part 3 General CONTRACT Requirements
- Part 4 Indemnifications and Insurance
- Part 6 Debarment Breaches and Defaults; Suspensions; Termination
- Part 8 Transfer of CONTRACT
- Part 9 General Provisions
- Part 10 Definitions and Interpretations of CONTRACT
- Part 11 Compliance with Laws and Regulations
- Part 12 Labor-Related Provisions Required in County Contracts

## **SECTION 6 - CUSTOMER SERVICE (Task 1 Services)**

### **A. Facilities**

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in CONTRACTOR Documentation.

CONTRACTOR may change the address by notifying Director in accordance with item A6 of Exhibit 17.

### **B. Telephone Service**

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

#### **1. Office Hours**

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

#### **2. After Hours**

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

#### **3. On Hold Messaging**

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

#### **4. Telephone Tree**

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).

**5. Answer Speed**

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

CONTRACTOR shall not leave the Customer on hold for more than ten minutes.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. Their determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

**6. Bilingual**

CONTRACTOR shall respond to Customers and Occupants in English or Spanish, as requested by the Customer or Occupant. Director may also require Chinese.

**7. Knowledgeable Staff**

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

**C. Paperless/Electronic Information and Services**

**1. Website**

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:

**a. Service Information**

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday

schedules, holiday tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

***b. Bill Payment***

The ability for Customers to review and pay their bills for Additional Customer Services under item B3 of Section 7, if they subscribe to Smart-eClub.

***c. Service Requests***

Requests for service collection that is not regularly scheduled, including on-call bulky waste collection, requests for extra pickups, and service cancellations.

***d. Contact Us***

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

***e. Link***

Link to Director's website, CleanLA.com.

**2. Smart-eClub**

To reduce paper waste and reach more readers, CONTRACTOR shall offer both the owners and occupants of serviced Premises the option to join the Smart-eClub. CONTRACTOR shall offer Customers the following Smart-eClub options:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

**3. E-mail Address**

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants.

## **D. Responses to Customer Complaints and Other Correspondence**

### **1. Resolution of Complaints**

#### ***a. Call/E-mail for Service***

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

#### ***b. First Complaint***

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged Container was not repaired or replaced as committed.

#### ***c. Second and Subsequent Complaints***

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

### **2. Communications Log**

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR'S Quarterly Report under item A2 of Section 10.

### **3. Missed Collections**

If Director, a Customer, or an Occupant notifies CONTRACTOR that CONTRACTOR has not Collected an Occupant's Solid Waste and not met its Performance Obligation, CONTRACTOR shall Collect at no additional charge:

- No later than 6 p.m. on the day of service, if it receives the complaint by 12 p.m.; or
- On the next day, if the complaint is received after 12 p.m. on the day of service.

#### **4. County's Reimbursement Costs**

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

#### **E. Service Interruption**

CONTRACTOR shall monitor the Public Works Road Closure website (<http://pw.lacounty.gov/roadclosures/>) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director consent.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

#### **F. Responsiveness to Customer**

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall

respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

## **G. Setting Up or Terminating Service**

### **1. New Customers**

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organics Diversion requirements and offer in-home Food Waste container

### **2. Terminating Service**

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services



## SECTION 7 - SERVICE FEES AND BILLING

**Basic Service Fee** means the monthly charges for that CONTRACTOR bills a Customer for providing Collection with respect to Customer Services, without surcharges for Additional Customer Services on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

**Basic Service** means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

**County Service Fee** means the fees that CONTRACTOR bills COUNTY for providing Collection with respect to County Services.

**Customer Service Fee** means the Basic Service Fee and Customer Surcharges in the Customer Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

**Customer Surcharges** means the amounts listed as “Surcharges” on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

### A. Customer Service Fees

CONTRACTOR shall charge Customers no more than the Customer Service Fees in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Customer Service Fees are subject to a rate adjustment as specified in Exhibit 7.

From Commencement Date through December 31, 2021, COUNTY may subsidize Green Waste Diversion fees for Customer through a temporary reduction of CONTRACTOR's Franchise Fee. CONTRACTOR is to consult with Director prior to billing Customers.

#### 1. Uniform Fees

CONTRACTOR shall charge the same, uniform Customer Service Fees for the same Task 1 Services listed in Attachment 7-2, Task 1 Service Fees of Exhibit 7. For example, one Customer should not be charged \$10 for roll-out service while another customer is charged \$8.

#### 2. Surcharges

Surcharges will be added to the Basic Service Fee. See Attachment 7-2, Task 1 Service Fees of Exhibit 7.

##### a. Billing Fees

- 10 percent late fee
- \$25.00 for interruption of service
- \$25.00 fee on returned checks

**b. Extra Containers**

**c. Difficult to Service**

**d. Roll out Service**

(1) *Non-Elderly or Non-Disabled*

(2) *Elderly or Disabled*

CONTRACTOR shall provide this service, without additional charge to Customer, for Occupants who are Elderly or Disabled and certify to the CONTRACTOR that there is no able-bodied individual in the household who can roll-out Cart to the Set-Out Site.

**e. Additional Bulky Item Collection**

**f. Excessive Container Exchanges**

**g. Manure Service**

**h. Bear Resistant Carts**

**i. Recyclables Cart with Gravity Lock**

**j. Monthly Container Cleaning**

**3. Basic Service Fee Discounts**

CONTRACTOR shall subtract the following discounts to the Basic Service Fee. CONTRACTOR is not to charge more than the amounts in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

**a. Senior Discount (25 percent)**

CONTRACTOR shall discount the Basic Service Fee by 25 percent for Elderly Customers at Residential Premises meeting all the following requirements:

(1) *62 or Older*

The Customer is age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

(2) *Head of Household*

The Customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.

**(3) Life-Line or Low Refuse Generator**

The Customer either: (a) qualifies for discounted utility rates based on financial need (such as those referred to as "life-line" rates) as evidenced by water, power, or telephone bill for the involved premises, or (b) generates small amounts of waste and for Refuse uses only one 32-gallon Cart.

**b. No Service**

CONTRACTOR shall not discount the total for Basic Service Fees for Customers that do not use any or Task 1 Services, such as not separating Recyclables and Organics from Refuse and do not use Containers for Recyclables or Organics discard.

**c. Home Owners Association**

A Home Owners Association (HOA) that meets all the following criteria:

- Pays fees on behalf of the residents in the complex/development,
- Enrolls in the Smart eClub, and
- Provides CONTRACTOR a minimum of 75 percent of the resident's current email addresses or cell phone numbers,

shall be entitled to the discount. A further discount shall be offered if the HOA does not use Green Waste Containers for landscaping but may have Food Waste-only Containers.

CONTRACTOR is required to send all applicable electronic outreach materials to Occupant's cell phones or email address but is not required to mail outreach through the U.S. mail.

Any residents within the same complex that do not have their services paid by the HOA or have additional services not included in the HOA bill are not eligible for the HOA discount.

**B. Customer Invoice and Payment**

**1. Invoice Content**

CONTRACTOR shall include in its Customer invoice the following information:

**a. *Contact Information***

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

**b. *Itemized Costs***

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee, if any.

**c. *Paperless Option***

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

**2. Frequency**

CONTRACTOR shall invoice Cart Customers quarterly following the Calendar Year quarter and Dumpster Customers (if applicable) monthly, or an alternate frequency as approved by Director.

Task 1 Services including any surcharges are to be billed to Cart Customers quarterly, three months in advance. Bills shall be sent on or after the first day of the billing period. Payment in full is due no later than the last day of the first month. For example, bills are sent on April 1 for the billing period of April, May, and June and due on April 30.

If Customer fails to pay bill, see item B7 of this Section for actions to be taken.

**3. Electronic Invoicing**

To reduce paper waste, CONTRACTOR shall make available to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR'S website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR'S website.

**4. Inserts**

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

**5. Electronic Payment**

CONTRACTOR shall make available to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR'S website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

**6. Refunds**

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Task 1 Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at ten percent per annum from the date originally overcharged until the date refunded.

**7. Late Payment**

Customer payment of bills are due to CONTRACTOR no later than the last day of the first month of the calendar quarter. The following are the required warning notices and maximum allowable penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service and Container removal. If payment is not received after 3 months, Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, Task 1 Collection Service may be interrupted by removing the Containers from the premises and a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

If Customer fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse

Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**Plain Language Table**

Elapsed Time	Action
1st day of quarter	Bill sent to Customer
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, 10 percent late fee added
2.5 months	Reminder sent with warning of stop service, container removal, and interruption fee
3 months	Service stopped
3.5 months	Containers removed, \$25 interruption fee

**a. Partial Payment**

If Customers fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

**b. Returned Check Fee**

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**C. County Service and Fees**

**1. County Service Fees and Maximum Contract Sum**

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR County Service Fees. The fees are specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of \$[REDACTED]** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

**a. Abandoned Waste Not Commingled**

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards <http://www.calrecycle.ca.gov/LGCentral/Library/dsg/Apndxl.htm>, or other method satisfactory to Director.

***b. Abandoned Waste Commingled***

If CONTRACTOR *does* commingle Abandoned Waste in the same Vehicle as other Refuse, CONTRACTOR shall allocate the proportion of Abandoned Waste to other Refuse in a formula approved by Director, and weigh or calculate the weight of the Abandoned Waste as set forth in the preceding paragraph.

**2. Special Fund Obligation**

COUNTY will pay County Service Fees from COUNTY'S Road Fund or other sources. CONTRACTOR acknowledges that it will not be compensated for providing County Service under Task 2 Services from Customer Service Fees under Task 1 Services. Customers or Occupants do not pay County Service Fees.

**3. Billing**

CONTRACTOR shall bill COUNTY monthly for COUNTY Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will electronically pay via direct deposit County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The itemized invoice shall contain a reference to the name of the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

Los Angeles County Public Works  
Attention: Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

**a. *Abandoned Waste - Weekly Collection***

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

CONTRACTOR may request a fee equal to the rate per ton. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless requested by Director.

**b. *Abandoned Waste - Hot Zone Daily Monitoring and Collection***

**(1) *Monitoring All Hot Zone Locations***

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day. All Hot Zones refers to the original location indicated in CONTRACT and not any that are added or removed after the Execution Date. CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, and photographs of Collected Abandoned Waste.

For example, for a \$1.00 rate for 500 feet, CONTRACTOR may request  $\$1.00 \times 500 \times 22 \text{ days} = \$11,000$  per month.

**(2) *Additional Hot Zone Monitoring***

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

**c. *Public Receptacles***

**(1) *Existing***

CONTRACTOR may request a fee equal to the number of Collections made from Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to



record the number of Collections and submit with the monthly invoice.

(2) *Additional*

CONTRACTOR may request a fee equal to the number of Collections made from additional Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

**d. *No Longer Used***

**e. *Homeless Encampments***

(1) *Abandoned Homeless Encampments*

CONTRACTOR may request a fee equal to the number of Collections made during the cleanup on an abandoned homeless encampment during the month.

(2) *Occupied Homeless Encampments*

CONTRACTOR may request a fee equal to the number of each bag, box, or Dumpster Collection made each week at homeless encampments during the month.

**f. *Emergency Assistance***

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item A2 of Section 3 and the associated item F of Exhibit 3A2, in strict accordance with the service specifications set forth herein, to the satisfaction of Director, to pay the CONTRACTOR County Service Fees at the fee specified in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7.

**g. *Litter Collection***

(1) *In Alleys*

CONTRACTOR may request a fee equal to the rate per mile of Alleys, Collected during the cleanup of the right-of-way during the month.

(2) *As-Needed*

CONTRACTOR may request a fee equal to the number of bags Collected during the cleanup of the right-of-way during the month.

(3) *Additional*

CONTRACTOR may request a fee equal to the additional number of bags Collected during the cleanup of the right-of-way during the month.

**4. Payment Exceeding Maximum Contract Sum**

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed Maximum Contract Sum.

**5. Request Work**

The CONTRACTOR understands and agrees that only Director is authorized to request or order work under this CONTRACT. The CONTRACTOR acknowledges that the designated authorized representative is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation more than this CONTRACT's Maximum Contract Sum.

**6. Performing Work to Exceed Maximum Contract Sum**

The CONTRACTOR shall not perform or accept work requests from the designated authorized representative or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.

**7. Budget Reduction**

If the Board of Supervisors adopts a budget for any Fiscal Year that reduces the salaries or benefits paid to most COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to correspondingly reduce the following:

- The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and
- The Maximum Contract Sum.

Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all the services set forth in this CONTRACT. Director's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

**8. Deductions**

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

**9. No Payment Following Expiration/Suspension/Termination of CONTRACT**

CONTRACTOR shall make no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any County Service that CONTRACTOR provides after the expiration, suspension, or other termination of this CONTRACT. If CONTRACTOR receives any such payment, it shall immediately inform Director and repay all that payment to COUNTY. Payment by COUNTY for County Services rendered after expiration, suspension, or termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration, suspension, or termination of this CONTRACT.

**10. Most Favored Public Entity**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to COUNTY.

**11. Change in Service Area**

It is understood that the monthly compensation to be paid to the CONTRACTOR may be increased in proportion to the enlargement of the boundaries of the Service Area or to expansion of the area to be served, and the monthly compensation may be decreased if the area to be served decreases such as diminution of the size of the Service Area. This also included a change in the number of public receptacles and a change in the number or length of Hot Zones.

**12. Dissolution of Service Area**

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A 2 of Section 1.

## **SECTION 8 - WASTE CHARACTERIZATION STUDY**

### **A. Participate with County Study**

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.

### **B. Perform Study**

CONTRACTOR shall perform Solid Waste generation and Disposal characterization studies to assist County in compliance with State laws and goals, including SB 1383, Article 3, Section 18984.5(c). CONTRACTOR's study shall also include collecting data and preparing reports, as needed and as directed by Director, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, Diverted, or otherwise processed, by Customer type (such as Single-Family, Multi-Family, Commercial).

#### **1. Methodology**

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

#### **2. Frequency**

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

### **C. Facility Results**

As required in item 2A of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

## SECTION 9 - RECORDS

CONTRACTOR'S obligations and COUNTY'S rights in this Section survive the term.

### A. Record Maintenance and Retention

#### 1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

#### 2. Disposal Records

CONTRACTOR acknowledges:

##### a. *Claims*

That COUNTY may need to respond to claims under CERCLA or similar applicable laws with respect to Disposal of Solid Waste.

##### b. *Quantity*

COUNTY'S need to determine the quantity, location, and date of CONTRACTOR'S Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

#### 3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

### B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

### **C. Inspection and Review of Records**

Upon five Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review (including using outside contractor), excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's Reimbursement Costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Cost of the expenses for the review if the review reveals a discrepancy of the lesser of 3 percent or \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director may give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 16.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY'S maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

### **D. Copies of Audits**

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law. Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)

## **E. Submission of Records**

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records using COUNTY's Solid Waste Information Management System (SWIMS) forms or as requested by Director.

## **F. Public Record Request**

### **1. Exclusive Property**

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

### **2. Defend, Indemnify and Hold COUNTY Harmless**

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.



## SECTION 10 - REPORTS

### A. Types and Content

#### 1. Monthly Data

Within 30 days after the end of each calendar quarter, CONTRACTOR shall complete and submit the data electronically for each individual calendar month. Upon Director request, monthly data shall be submitted as soon as possible. CONTRACTOR shall complete and submit SWIMS Forms C, L, T, and V accessible through SWIMS and e-mail Collection route maps and schedule if any map or schedule has changed during the prior month. See sample in item E of Exhibit 16.

#### 2. Quarterly Reports

Within 30 days after the end of each calendar quarter, CONTRACTOR shall submit the Quarterly Report for the preceding three calendar months ending with that month to Director using the form provided by Director, which includes the following information:

##### *a. Rejected Recyclables and Organics*

Number of loads and tons of materials in Recyclables or Organics loads rejected for Processing together with the reason for rejection and facility at which the rejected materials were Disposed.

##### *b. Educational Materials*

A report of educational materials distributed, events held, and any events attended by CONTRACTOR to its Customers.

##### *c. Non-Collection Notices*

The number and address of Non-Collection notices issued and the reasons for issuance.

##### *d. Customer List*

CONTRACTOR customer service list (a SWIMS form), which includes a list of all current and closed accounts, account numbers, name associated with each account, customer addresses, level of service provided at each address, services provided that are not Contract Services, billing and payment dates, payment received from each Customer, and any other information associated with Task 1 Services as requested by Director. This includes weights measure by Vehicle scales.

**e. Containers Removed Upon Director Request**

**(1) Carts or Dumpsters Stored in Right-of-Way**

Number and addresses of Containers removed, fees charges, and Containers returned, per item D3e of Exhibit 3A1.

**(2) Carts, Dumpsters, or Roll Off Bins Abandoned**

Number and addresses of Containers removed, per item C of Exhibit 3A2.

**f. Waste Characterizations**

Results of any waste characterizations performed, per item I7 of Exhibit 3A1.

**g. Route Review Results**

Results of any route reviews performed, as required in item C3 of Exhibit 3A1.

**3. Annual Report**

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

**a. Waste Diversion Program Implementation**

A report of CONTRACTOR'S compliance with its Performance Obligations with respect to Waste Diversion Program implementation during the preceding Calendar Year.

**b. Subcontractors**

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor (including ownership interests) in accordance with item 9M of Exhibit 5.

**c. South Coast Air Quality Management District Rule 1193**

Each Vehicle's compliance with South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and

Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

**d. Task 2 Services Information**

Information relating to Task 2 Services requested by Director.

**e. Scavenging**

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

**f. Vehicles**

An inventory of Vehicles assigned to the service area and information on each Vehicle including its number, fuel type, year, make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material collected, and number of accounts being serviced. CONTRACTOR shall update and submit immediately if any Vehicle, route or information has changed during the prior year.

**4. Reports of Violators**

If CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area that are not authorized by Director or are in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR'S report; and
- Any other information or documentation about the Violator and CONTRACTOR'S report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY about any act of a Violator.

**B. Submission of Reports**

CONTRACTOR shall submit Reports in a format compatible with COUNTY'S computers and shall submit reports using the following methods:

**1. Monthly Reports**

Submitted electronically by using forms available through COUNTY's Solid Waste Information Management System (SWIMS), in accordance with this Section and Section 12.

**2. Quarterly Reports and Annual Report**

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section and Section 12.

**C. Reporting Adverse Information**

CONTRACTOR shall provide Director copies of all reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;
- The Securities and Exchange Commission;
- Any other Regulatory Agency;
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR'S submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

**D. County's Right to Request Information**

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

## SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

### A. Director's Right to Provide Contract Services

#### 1. Events

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers services in either of the following events, determined by Director in its sole discretion:

##### *a. Unable for a Period of 48 Hours to Collect*

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, or
- Director determines there is danger to public health, safety, or welfare.

##### *b. COUNTY Suspends or Terminates CONTRACT*

County suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alternative arrangements may include contracting with another, third-party service provider.

#### 2. Notice

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Task 1 and Task 2 Services, which notice is effective immediately, but must confirm oral notice with a Notice within 24 hours thereafter.

#### 3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Task 1 and Task 2 Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

#### **4. Rental and Other Compensation**

##### **a. *Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs below.

##### **(1) *Rental Fees***

Rental fees for the use of equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

##### **(2) *Vehicles***

CONTRACTOR'S Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

##### **(3) *Personnel***

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in item (i) of this subsection 8a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other

ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

***b. Other Than Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay County's Reimbursement Costs within 10 days of COUNTY'S submitting an invoice therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

**B. No Longer Used (Emergency Assistance Moved to Item F of Exhibit 3A2)**

**C. Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

**1. Provide Conveniently Located Dumpsters or Roll-off Containers**

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

**2. Offer Self-hauling of Solid Waste to a Facility**

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their solid waste, 6 days per week. The facility shall only charge the Customer for disposal costs for quantities exceeding 100 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

### **3. Inform Customers of Temporary Procedures**

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.

### **4. Credit Policy for Missed Contract Services**

#### ***a. Missed Curbside Collection***

Since Customer is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

#### ***b. Other Customer Services***

When CONTRACTOR is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

### **5. Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.



Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

**6. Identify Customers Requiring Priority Service**

CONTRACTOR shall contact the elderly and disabled Occupants with Roll-out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

**D. Use of Goods, Services and Property**

**1. Cart Acquisition Contracts**

CONTRACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Carts outright without encumbrance, any Cart Acquisition Contract must allow the Guarantor, COUNTY or COUNTY designee to do all the following:

- Assume CONTRACTOR's obligations under the Cart Acquisition Contract,
- Take use and possession of the Carts, and
- Obtain the benefits of any outstanding Cart warranties.

“**Cart Acquisition Contract**” means an instrument establishing a security interest in the Carts or that otherwise encumbers or limits CONTRACTOR's interest in Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

**2. Inventory**

CONTRACTOR shall store unused Carts in a secure location. CONTRACTOR shall update its Cart inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

**3. Insurance**

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

**4. Vehicle Certification for FEMA**

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.

## **SECTION 12 - ENFORCEMENT OF CONTRACT**

### **A. As Provided by Law**

Either Party may avail itself of any remedy available under law.

### **B. COUNTY'S Additional Remedies**

Without limiting COUNTY'S remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

### **C. Injunctive Relief**

CONTRACTOR acknowledges that COUNTY'S remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Task 1 and Task 2 Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;
- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY'S Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR'S), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;
- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services comparable to Task 1 and Task 2 Services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and

- COUNTY'S reliance on CONTRACTOR'S technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

#### **D. Recovery of Damages**

##### **1. Compensatory**

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs incurred by COUNTY to provide or reprocure MSW Management Services in lieu of Task 1 and Task 2 Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR'S misrepresentation regarding contingent fees in Attachment 5-9H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

## **2. Liquidated Damages**

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a.** COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.
- b.** COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.
- c.** Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d.** The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e.** In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially

greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- f.** The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g.** Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR'S Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

#### **E. County's Reimbursement Costs**

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY'S Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Costs incurred because of CONTRACTOR'S Breach, including failure to maintain insurance.

#### **F. Waiver**

No waiver by County of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

## **SECTION 13- UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)**

### **A. Protocol**

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR'S dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

### **B. Prohibition on Collection**

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organics unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

### **C. Notice to Director**

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

### **D. Labels**

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item D9 of Exhibit 3A1 contains additional Container requirements.



## **SECTION 14 - EXECUTION OF CONTRACT**

### **A. Execution in Counterparts**

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this CONTRACT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this CONTRACT had been delivered had been signed using a handwritten signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### **B. Authority to Execute**

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.



## SECTION 15 - PERFORMANCE ASSURANCE

### A. Performance Bonds, Other Security

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for both Task 1 and Task 2 services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
Hacienda Heights	\$739,926.40

Beginning on the first day of the next Contract Year, and in all subsequent Contract Years, that amount must be not less than the sum of:

	15 percent of CONTRACTOR'S Gross Receipts from Task 1 Services minus any Franchise Fees for the prior Contract Year;
+	15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for the prior Contract Year
+	110 percent of any Franchise Fees paid by CONTRACTOR during the first six months of the prior Contract Year;
+	110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first six months of the prior Contract Year; and
+	Up to \$50,000, at the discretion of Director;
=	SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Task 1 and Task 2 services but must provide for payment of moneys to COUNTY to; (1) secure substitute Task 1 and Task 2 services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including

payment of Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

## **B. Further Assurances**

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of in the following events:

### **1. Labor**

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

### **2. Tipping Fees**

CONTRACTOR does not pay an Identified Solid Waste Facility for services.

### **3. Employee Wages**

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pays employment-related taxes or fees.

### **4. County**

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

### **5. Meet Obligation**

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations

under this CONTRACT:

- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

**“Assurance of Performance”** means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

## SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 17 will have a sample listed below.

### A. Maps

1. Service Area and Collection Schedule
2. Hot Zones
3. Difficult to Service
4. Bear Zone (not applicable)
5. Alleys
6. Public Receptacles
7. Roll-Out Minimum Service

### B. Sample Graphics

1. Cart Lid Labels
2. Dumpster Labels
3. Vehicle Billboards

### C. Data

1. Street and Alley Miles
2. Difficult to Service Addresses
3. Public Receptacles Locations
4. Roll-Out Minimum Service Locations
5. Customer Information
  - Number of Customers
  - Number of Containers of each Size
  - Number of Senior Discounts
  - Number of Extra Services (Manure, Bear Cart, Roll-Out, etc.)
  - Number of Extra Containers

### D. Outreach

1. COUNTY and CONTRACTOR Letters
2. Non-Collection Notice
3. Customer Terms and Conditions
4. Service Brochure
  - a. *Residential*
  - b. *Multi-Family*
5. Rate Sheet

### E. SWIMS

1. Form C
2. Form L
3. Form T
4. Form V Vehicle List

## SECTION 17 - CONTRACTOR DOCUMENTATION (Contract Services)

### A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

### B. Changes in CONTRACTOR Documentation

#### 1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Notice

**Acknowledgment:** CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

#### 2. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Consent

**Acknowledgment:** I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

CONTRACTOR

By \_\_\_\_\_  
President

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type or Print Name

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**EXHIBIT 3A1 – Task 1 Services**  
**Refuse, Recyclables, and Organics Cart Services**  
**to Occupants at Residential Premises**  
**and Certain Multifamily and Commercial Premises**

**A. No Longer Used**

**B. Solid Waste Collection Requirements**

CONTRACTOR shall Collect Refuse, Recyclables, and Organics in the Service Area from Containers, Bulky Items, and Excess Solid Waste, as provided in this Exhibit.

**1. Days Authorized to Collect**

Residential Collection is only permitted Monday through Friday, except following a Holiday. Commercial Collection is only permitted Monday through Saturday, except following a Holiday.

For each Occupant CONTRACTOR shall Collect Recyclables and Organics on the same day that CONTRACTOR Collects the Refuse.

**2. Collection Hours**

CONTRACTOR shall Collect only between the hours of 6 a.m. and 6 p.m., except for Collection from Commercial Customers and Occupants in accordance with County Code, including Section 12.08.520 Refuse Collection Vehicles.

If it becomes evident that CONTRACTOR may not be able to complete its scheduled work within the required hours, CONTRACTOR shall immediately notify Director and receive consent to Collect outside of regular hours. Director may request a proposal for measures to be taken to maintain the scheduled service without delay or interruption.

CONTRACTOR shall not Collect in School Zones within 30 minutes of the school's starting time and ending times, or at any time that children are present.

CONTRACTOR shall use Reasonable Business Efforts to adjust the early morning start point of Collection routes to address and minimize Occupant complaints.

**3. Collection Frequency**

CONTRACTOR shall Collect Solid Waste on the scheduled Collection Day, at least once per week from Occupants. The frequency of Collection may be reduced at the discretion of Director. For example, the Collection

frequency of Refuse may be reduced if Food Waste is not allowed in the Refuse Container or Recyclables Containers Collection frequency may be reduced to every other week.

Customers may increase the frequency of their Collection for an additional charge for the Customer Service Fees provided on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

#### **4. Collection Schedule**

CONTRACTOR shall schedule Collection in the Service Area on the Service Days as indicated on the schedule in item A1 of Exhibit 16 (Collection Schedule), or other schedule approved by Director if it significantly improves efficiencies.

Any proposed changes in the Collection schedule shall have the Service Day be one to two Service Days before streets are swept as provided in Director's schedule for street sweeping in the Service Area. Director may amend this schedule at any time, and CONTRACTOR shall use Reasonable Business Efforts to implement this amendment. CONTRACTOR shall prepare a Notice notifying the affected Customers and Occupants of the change and send such Notice to these Customers and Occupants upon receiving approval from Director.

#### **5. Holidays**

CONTRACTOR shall observe the following Holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Collection shall be delayed one day for the Holiday and the remainder of the Holiday week. CONTRACTOR may Collect on Saturday of the same week for Residential Customers and Occupants and on Sunday for Commercial Customers and Occupants.

### **C. Diversion**

#### **1. Divert Materials**

##### ***a. Refuse Transport and Disposal***

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility that it designates in Contractor Documentation in Exhibit 17. CONTRACTOR may be directed to use facilities designated by Director, as provided in item F2 of Exhibit 3A1.

**b.     *Recyclables Transport and Processing***

**(1)     Facility Designated in Exhibit 17**

CONTRACTOR shall transport all Recyclables that it Collects to the Processing facility that it designates in Contractor Documentation in Exhibit 17, such as a materials recovery facility.

**(2)     Facility Standards**

Director reserves the right to set Processing facility standards, review documentation, and inspect facilities in the future and not allow use of facilities that do not meet Director's standards. This may be similar to what the City of Los Angeles Bureau of Sanitation has done under their Commercial Franchise system.

**(3)     E-Waste**

CONTRACTOR shall Recycle and dismantle all E-waste that it Collects into materials that meet commercial standards for marketable commodities such as metals, plastic, and glass in a facility that operates within the United States. CONTRACTOR shall not ship any other E-waste or E-waste components outside the United States. CONTRACTOR shall demonstrate compliance with this subsection in the form of an affidavit from the proposed E-waste recycler.

**c.     *Organics Transport and Processing***

**(1)     Facility Designated in Exhibit 17**

CONTRACTOR shall transport all Organics (Green Waste and Food Waste) that it Collects from Green Waste Containers and/or Food Waste Containers to the Processing Facility that it designates in Contractor Documentation in Exhibit 17.

**(2)     SB 1383 Compliance**

Facilities to which CONTRACTOR transports Organics must be compliant with SB 1383 requirements in Article 2, Section 18983.1(b), except that land application is not allowed under this CONTRACT. Land application will only be allowed with written approval by Director due to a lack of other viable facilities.

CONTRACTOR shall secure adequate, verifiable Diversion capacity, in compliance with SB 1383, Article 11, Section 18992.1.

**d. *Manure Transport and Processing***

If CONTRACTOR must Collect Manure in the Service Area, CONTRACTOR shall transport it to the Processing Facility that it designates in Contractor Documentation in Exhibit 17.

**2. Reasonable Business Efforts to Divert**

CONTRACTOR shall use Reasonable Business Efforts to Divert the following materials that it Collects:

**a. *Bulky Items***

Bulky Items in accordance with item H3 of this Exhibit and item B of Exhibit 3A3.

**b. *Abandoned Waste***

Abandoned Waste Collected in accordance with Exhibit 3A2

**c. *Excess Solid Waste***

Excess Solid Waste Collected in accordance with item H3 of this Exhibit and item B of Exhibit 3A3.

**d. *Manure***

Manure observed in Refuse Containers by offering Manure-only Containers

CONTRACTOR shall Dispose the items, listed in this subsection, Collected from Customers and Occupants pursuant to this CONTRACT in accordance with the following hierarchy:

**a. *Reuse, as-is***

**b. *Disassemble, for reuse or Recycling***

**c. *Recycle***

**d. *Conversion***

**e. *Disposal***

CONTRACTOR shall not Dispose of the items, listed in this subsection, in a landfill unless the items cannot reasonably be reused or Recycled.

### **3. Organic Waste Reduction**

CONTRACTOR is required to assist COUNTY to comply with all applicable laws, including SB 1383 which requires the State to achieve Organic Waste Disposal reduction targets.

COUNTY intends to have Organic Waste Diverted from landfills at the start of this CONTACT. However, COUNTY reserves the right to either delay implementation, stop, or start Organic Waste Diversion at any time. Therefore, CONTRACTOR is to include amounts for Diversion and Disposal in Form PW-2, Task 1 Schedule of Prices.

COUNTY has determined that compliance with Article 17: Performance Based Source-Separated Organics Waste Collect Service of SB 1383 is the best methodology and must be used by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR is allowed to submit an alternate method with a corresponding bid price.

This CONTRACT was released prior to the requirements of SB 1383 are implemented and therefore the following requirements are anticipated.

- Green Waste Container will be for all Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste, unless a separate Food Waste Container is provided.
- Recyclables Container will include wood, dry lumber, and textiles in addition to paper, plastic, and metals.
- Occupants will not be permitted to place Organic Waste, including Food Waste, in the Refuse Container and must source separate it in the Green Waste or Food Waste Container.
- Food Waste Containers may be provided to Occupants that generate significant quantities of Food Waste and must have a brown lid.
- Containers at Homeless Encampments will be treated as public receptacles and therefore not considered unsegregated single-Container collection services in Section 18984.3 of SB 1383 and therefore their waste is not required to go a high diversion Organic Waste processing facility.

In the event COUNTY is no longer attempting to comply with Article 17, in accordance with Section 18984.5 of SB 1383, CONTRACTOR will conduct a route review for prohibited Container contaminants on randomly selected Containers in a manner that results in all Collection routes being reviewed annually. This may include CONTRACTOR's driver monitoring the live video screen looking for contamination or later review of the video.

- Upon finding prohibited Container contents, CONTRACTOR shall provide written notice to the generator.
- Written notice shall include information regarding properly separating materials and left on the Container, at the door, or sent so that generator receives the notice prior to the next Collection.
- Provide Director a quarterly Report of violators, number of Containers reviewed, date, and on which routes.
- For each location with an observed violation, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations.
  - If a second consecutive violation is observed, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations
  - If a third consecutive violation is observed, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations and include photos or videos of the contamination in the Report.

Rate adjustments for changes in law are allowed under this CONTRACT, in accordance with Exhibit 7.

#### **D. Containers**

##### **1. Standard Containers**

CONTRACTOR shall provide to each Occupant the following:

- a. One 96-gallon Refuse Cart;*
- b. One 96-gallon Recyclables Cart;*
- c. One 96-gallon Green Waste Cart or one 32-gallon Food Waste Cart;*

##### **2. Extra or Larger Capacity Containers**

If Customer requests an extra Container or larger capacity Container for Refuse, Recyclables or Green Waste/Food Waste beyond the carts as described above, the Customer shall pay CONTRACTOR the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

##### **3. Delivery, Removal, and Exchanges**

Within seven calendar days after receiving a Customers or Occupant's request for commencement or changes in Collection of Solid Waste, CONTRACTOR shall deliver Container of the Customer or Occupant's requested capacity or replace existing Container with substitute Containers of the Customer or Occupant's requested capacity. CONTRACTOR shall charge a fee according to the following:



**a. *Starting or Stopping Service***

CONTRACTOR shall not charge for delivery or removal of Containers upon starting or terminating service.

**b. *One Annual Exchange of Containers***

CONTRACTOR shall exchange one or more Containers for one or more Containers of a different size if requested by Customer or Occupant once each Calendar Year at no extra charge.

For example, a Customer or Occupant may ask CONTRACTOR to exchange its 96-gallon Refuse and Recyclable Containers for 64-gallon Container at no charge.

**c. *Multiple Exchanges of Container(s)***

If a Customer asks CONTRACTOR to exchange Container(s) more than once each Calendar Year as described in item b above, CONTRACTOR may charge Customer the amount provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

CONTRACTOR shall inform Customer of the fee prior to the exchange and give Customer the option of waiting for the exchange until the next Calendar Year to avoid the charge.

**d. *Cleanliness of Containers***

While CONTRACTOR is not obligated to provide new Containers to Occupants, they must provide clean Containers. This includes the delivery of additional Containers, exchange of Containers, or power washing existing Containers within 60 days of Commencement Date if incumbent is continuing to use Containers from previous contract.

**(1) *At Contract Start for Used Containers***

Starting within 2 months of Commencement Date, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers once per Contract Year, or other frequency determined by Director.

**(2) *Annual Cleaning of Green Waste Containers***

Starting in the 2nd Contract Year, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers once per Contract Year. The service is to be promoted in an article in the outreach materials.

**(3) Monthly Cleaning by Customer Request**

Starting within 6 months of Commencement Date, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers up to monthly, or other frequency determined by Director. CONTRACTOR may pass the cost of the cleaning on to Customers for the surcharge provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. The service is to be promoted in an article in the quarterly newsletter, requiring Customers to contact CONTRACTOR to request the service and agree to pay for it. While this service is intended for Containers with Food Waste, it is to be available for any or all Containers.

**e. Removal of Carts or Dumpsters Stored in the Public Right-of-Way**

The storage of Solid Waste is not allowed within the public right-of-way. Furthermore, Containers left out after Collection may be an eyesore for the community, a threat to public health, and a nuisance to traffic. Therefore, Director may require CONTRACTOR to assist in dealing with these Containers.

**(1) Third-Party Containers**

At the request of Director, for containers not owned by CONTRACTOR, CONTRACTOR shall, at no charge to COUNTY or Customer:

- Remove any container, including Carts, Dumpsters and roll-off bins that COUNTY deems abandoned, within two Service Days of request.
- Arrange for the Disposal or Diversion of Solid Waste within the container.
- Reuse, Recycle, or resell container.
- Notify Director to confirm removal.

**(2) CONTRACTOR's Containers**

At the request of Director, for Containers owned by CONTRACTOR, CONTRACTOR shall, at no charge to COUNTY:

Warn (only upon direction from Director)

- Tag Containers with a warning Notice that Solid Waste may not be stored in the right-of-way and the further

leaving out of the Containers may result in their removal and a fee to return them.

Remove (only upon further direction from Director)

- Take photographs of Containers and make available to Customer and Director, upon request.
- Remove any Cart or Dumpsters from the Right-of-Way, within two Service Days.
- On the same day as removal, contact Occupant and Customer by telephone to notify them of the removal, the reason for it, and how to have it returned.
- Charge Customer the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Note that this surcharge may be increased by 25 percent for each additional occurrence within the past, rolling 12 months. For example, if the first time the fee was \$20, one month later it would be \$25, three months after that would be \$31.25, but 14 months later it would be back to \$20 (or whatever the current Basic Service Fee is with applicable rate adjustments).
- Charge an additional surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7, if the Set-Out Site contains Solid Waste that CONTRACTOR places inside Containers upon their return.

Return

- Return Container(s) to Occupant within two service days of Customer's willingness to pay the return fee, such as having it added to the next quarterly bill.

Notify Director

- Notify Director of the status of removals, payment of surcharges, and the return of Containers.

#### **4. Repair and Replacement**

##### ***a. Identification/Reporting***

CONTRACTOR shall repair or replace damaged Carts that it observes are damaged when providing service and upon request from Director, Customer, or Occupant.

**b. Fee**

CONTRACTOR will repair or replace Containers without cost, except in the circumstances below. CONTRACTOR may charge the Customers for the actual cost of repair or replacement of Containers when:

- A Container is missing but Customers or Occupants do not report the theft of the Container to the police.
- The Container is damaged due to Occupant negligence such as disposing of hot ashes inside the Container or over-filling the Container so that lifting it damages the Collection Vehicle. Director's determination of Occupant negligence is final.

**c. Repair or Replacement**

CONTRACTOR shall repair or replace damaged Containers within two Service Days after CONTRACTOR observes the damaged Container or when requested by Director, Customer or Occupant. "Damage" includes missing or inoperable lids.

**5. Placement (Set-Out Site)**

CONTRACTOR shall arrange for the location of a Set-Out Site directly with Customer or Occupant. If no arrangement is made, then the default location is the curb of the street for the address of the Customer or Occupant or in the alley behind the Customer or Occupant's property. If CONTRACTOR Collects from any other location CONTRACTOR may be required to provide roll-out service under item I of this Exhibit.

CONTRACTOR shall return empty Containers upright and to their Set-Out Sites. CONTRACTOR shall not impede pedestrian or vehicular traffic. The Set-Out Site should be located at the curb or as otherwise provided in County Code Section 20.72.100, except during heavy rains when CONTRACTOR shall return Containers approximately 2 feet from the curb to keep the gutter unobstructed and prevent the Containers from being washed away.

**6. Inventory**

CONTRACTOR shall maintain an adequate inventory of Containers and lids of each type and capacity to provide Customers and Occupants replacements within two Service Days of request. When determining adequacy, CONTRACTOR shall consider the nature of Set-Out Sites. For example, Carts placed on unlevel Set-Out Sites, such as in mountainous areas without curb and gutter, may be damaged more frequently than those placed in level Set-Out Sites. Therefore, CONTRACTOR must maintain a larger inventory of Carts for those areas.

CONTRACTOR shall notify Director if inventory is inadequate, including an explanation of why inventory dropped below the two-Service Day standard. For example, CONTRACTOR might submit its timely order for Containers but receive them later than manufacturer originally represented due to manufacturer's backlog or other delay.

**7. Graffiti**

CONTRACTOR shall remove any graffiti and other markings that deface or detract from the aesthetic quality of the Containers within seven calendar days of its Vehicle drivers' or route supervisors' observation and report, or upon request of Director or any other Person. If the graffiti is comprised of obscenities, removal shall be within two Service Days. Instead of removing graffiti or markings, CONTRACTOR may replace defaced Containers with clean Containers.

**8. Alternative Container Sizes**

If a Customer or Occupant requests alternate Container sizes, CONTRACTOR shall provide the type of Containers described in Contractor Documentation in Exhibit 17. For the purposes of this CONTRACT, Carts with a capacity between 95 and 100 gallons are equivalent to 0.5 cubic yards. CONTRACTOR shall provide the number of alternative Containers having the same aggregate capacity as CONTRACTOR would have provided to that Occupant. For example:

- Three 32-gallon Carts instead of one 96-gallon Cart.
- One 64-gallon Cart and one 32-gallon Cart instead of one 96-gallon Cart.

**9. Additional Specifications**

CONTRACTOR shall provide to Occupant wheeled Containers compatible with automated Collection Vehicles having the specifications described in Contractor Documentation in Exhibit 17. Director approval is required for labeling and any alternatives to the specifications below. All containers must comply with Article 3, Organic Waste Collection Services, Section 18984.7 of SB 1383.

All Container bodies shall be a uniform color with color coded lids. Lid colors shall distinguish the type of materials that go in each Container such as gray for Refuse, blue for Recyclables, green for Green Waste, and brown for Food Waste. Director shall approve the proposed color of a Manure Container.

As an alternative when Containers are being reused, with approval from Director, the Refuse Container body may be gray, the Recyclables Container body may be blue, and the Green Waste Container body may be green, or other Director approved color.

**a. Carts**

**(1) Capacity**

CONTRACTOR shall provide Carts of an approximate capacity of 96, 64, and 32 gallons. If a Food Waste Cart is to be used, Director shall approve the proposed size.

**(2) Labeling of Body**

Containers shall clearly display CONTRACTOR's name in a contrasting color, with reflective paint. If Containers are purchased from previous waste hauler, a reflective sticker with the new logo may be placed over the old logo but stickers must be replaced if they fade or fall off. If CONTRACTOR is reusing their own Containers, there must be a reflective sticker or paint somewhere on the Container.

**(3) Labeling of Lids**

Cart lids shall be labeled similar to the template in item B1 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the Disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents.

**(4) Recycled Content**

Each plastic Cart shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials.

**(5) Cart Reuse**

While Carts provided to Occupants are not required to be new, they must be in reasonably good condition, including cleanliness, as required in Item D(3) of this exhibit. Director may require Refuse Carts to be washed prior to reuse.

**(6) Weight Limits**

**(a) Refuse and Recyclables**

CONTRACTOR shall specify the weight limits of these Containers based on manufacturer's specifications, typically between 300 and 330 pounds.

(b) Green Waste and Food Waste

CONTRACTOR is to specify the weight limits of these Containers as 150 pounds. Occupants are to be limited to placing approximately two-thirds of a 96-gallon Green Waste Container with Food Waste. Customers can be required to request additional Food Waste Carts if their Green Waste Carts regularly exceed this limitation.

The purpose of this limitation is to restrict the abuse of Containers for Organics Diversion. For example, a business may try to completely fill the two included 96-gallon Green Waste Carts with Food Waste, but this would not be allowed.

**b. Dumpsters**

The following conditions apply when Dumpster service is provided.

(1) Lids

A lid shall prevent intrusion of rainwater, rodents, birds, and flies; shall prevent the contents from being carried or deposited by the elements onto the ground; and shall reduce the emission of odors.

(2) Labeling of Body

Dumpster bodies shall be labeled similar to the template in item B2 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the Disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents. Examples of Recyclables is an important part of educating Customers and Occupants.

**10. Customer or Occupant Declines a Portion of Collection Service**

A Customer or Occupant may decline Refuse, Recycling, or Green Waste Collection services and therefore they may not need all three types of Containers, or may not need all the alternative Containers as provided for in Section D(1) of this Exhibit. Fees shall not be reduced for Customers declining a portion of the basic Collection services.



**11. Container and/or Cart Lids Purchase Option**

In the event of Breach or termination, COUNTY may purchase some or all Containers and/or Cart lids on the effective date of the contract termination Notice at a price equal to the then book value of Containers and/or Cart lids amortized straight-line over the initial seven-year Term of the CONTRACT. This includes Containers and/or Cart lids stored in CONTRACTOR's inventory for future use under the requirements of subsection 6 of this Section. CONTRACTOR shall transfer or assign to COUNTY all rights necessary to give COUNTY ownership, possession and use of Containers and/or Cart lids, including under any Containers and lid acquisition agreement.

**12. Bear-Resistant Carts**

If required under Exhibit 3A3, CONTRACTOR shall offer bear-resistant 96-gallon Manure Carts.

**13. Manure Service**

If required under Exhibit 3A3, CONTRACTOR shall offer Manure Collection service from Manure-only Containers for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7.

**14. Cart with Gravity Lock**

Upon Customer request, CONTRACTOR shall sell to Customer, with no financial gain to CONTRACTOR, Carts with gravity locks to prevent scavenging or small animal intrusion, at the price listed on Attachment 7-2, Task 1 Service Fees of Exhibit 7. After transferring ownership to Customer, CONTRACTOR is no longer responsible for repair or replacement of the Carts. CONTRACTOR shall disclose to Customer and receive written acknowledgement from Customer, CONTRACTOR is no longer responsible for the Carts purchased by Customer. If CONTRACTOR cannot provide Director evidence of Customer's acknowledgment, CONTRACTOR shall continue to be responsible for repair or replacement of the Carts.

If CONTRACTOR is unable to Collect from Cart due to failure of the lock, CONTRACTOR shall require Customer to repair it, offer to repair it for a reasonable charge, or replace Cart with standard non-locking Cart at no charge.

CONTRACTOR is not obligated to deliver Carts with gravity locks within seven days of request under subsection 3, but CONTRACTOR must deliver those Carts within 21 days of request.

**E. No Longer Used (Vehicles Moved to item C of Section 3)**



**F. Solid Waste Transportation, Processing, Diversion, and Disposal**

**1. CONTRACTOR-Designated Solid Waste Facility**

CONTRACTOR shall transport Solid Waste only to the Solid Waste Facility or Facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for Processing, Diversion, or Disposal or those facilities as directed by Director in subsection 2 below. CONTRACTOR may designate a Solid Waste Facility or Facilities that utilizes Conversion Technology or provides feedstock to Conversion Technology facilities. Prior to any change in designated facilities, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. Director will review information such as fees, distance, Recycling rates, ability to Recycle Recyclables.

If CONTRACTOR requests to take Solid Waste to a facility that charges more, the Director may approve such requests without authorizing the CONTRACTOR to pass the increased cost to the Customer. At the Director's discretion, some or all the increased costs may be passed to the Customer under special circumstances such as changing Green Waste Diversion from a landfill that was using it as Alternate Daily Cover to a more expensive composting facility.

**2. Flow Control**

Director reserves the right to direct Solid Waste to a specific site or facility. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs as a result of the delivery of materials to a COUNTY-designated Solid Waste Facility instead of to the Solid Waste Facility selected by CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

If CONTRACTOR had been using a CONTRACTOR owned facility before being redirected to a different facility, Director will not compensate CONTRACTOR for any lost profits incurred by the CONTRACTOR as a result of being redirected to a different facility. In addition, Director will not compensate CONTRACTOR for any losses incurred to the extent that it had any general obligations to provide a minimum tonnage to a facility (often referred to as put or pay) but will compensate CONTRACTOR for additional out-of-pocket costs directly resulting from an obligation agreed to specific to this contract. For example, if CONTRACTOR signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the CONTRACTOR for redirecting waste under this contract to a different facility. But if CONTRACTOR had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate

CONTRACTOR for additional out-of-pocket costs that CONTRACTOR incurs as a direct result of being redirected to a different facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this CONTRACT.

### **3. Land Application of Organic Waste**

Land application of Organic Waste will not be allowed without the written approval of Director.

## **G. Recyclables**

### **1. Scavenging - Discouragement**

CONTRACTOR shall use Reasonable Business Efforts to enforce the "Collection by Unauthorized Persons" law, pursuant to Public Resources Code Section 41950, et seq., and County Code Chapter 20.72.196 ("anti-scavenging laws"), including the following:

Marking Recyclables Containers with language that the materials are to only be picked up by CONTRACTOR as the "authorized agent" and that CONTRACTOR is picking up the material for Recycling purposes.

Orally advising any Person, other than CONTRACTOR, observed removing recyclable materials which have been segregated from Solid Waste materials and placed at a designated Collection location for the purposes of Collection and Recycling that such conduct is a misdemeanor, per COUNTY Ordinance, and carries civil penalties.

Instituting civil actions against a Person alleged to have violated California Public Resources Code Section 41950 for treble damages, as measured by the value of the material removed, or a civil penalty of not more than \$2,000, whichever is greater, for each unauthorized removal, in accordance with California Public Resources Code Section 41953(a).

Instituting civil actions against a Person alleged to have violated California Public Resources Code Section 41950 for a second, or subsequent time in a 12-month period, for treble damages, as measured by the value of the material removed, or a civil penalty of not more than \$5,000, whichever is greater, for each unauthorized removal, in accordance with California Public Resources Code Section 41953(b); and

Taking actions under County Code Section 20.72.196 to discourage Scavenging.

**2. Prohibition on Mixing Recyclables, Organics, and Refuse**

Unless CONTRACTOR is obligated under this CONTRACT or approved by Director to conduct a single-pass for certain Occupants per Section 4B (such as on a private road) to Process Refuse for recovery of Recyclables, or unless as otherwise approved by Director, CONTRACTOR shall not:

- a. Mix the contents Collected from Recyclables, Green Waste, and Refuse Containers; or*
- b. Dispose of Recyclables or Organics Collected, except for:*

- (1) Incidental amounts of Recyclables or Organics that an Occupant commingles with discarded Refuse;
- (2) Contaminated Recyclables or Organics that cannot be Diverted using Reasonable Business Efforts if CONTRACTOR has previously exercised Reasonable Business Efforts to provide Occupant education with respect to reducing that contamination.

**3. Residuals**

- a. Minimize Quantity of Residuals*

CONTRACTOR shall not use facilities that have a significant quantity of Solid Waste residuals remaining after Processing Recyclables as determined by Director, including considering operating and recovery efficiencies and maximum levels of residuals that CalRecycle may establish to qualify the Processing as Diversion.

- b. Maximize Diversion of Residuals*

CONTRACTOR shall use Reasonable Business Efforts to Divert residual Solid Waste remaining after Processing Recyclables.

**4. Diversion of Recyclables**

CONTRACTOR shall Divert all Recyclables whether Diversion is a net cost or profit. Where the cost of Diversion of a material exceeds the cost of Disposal, CONTRACTOR may seek permission from Director to Dispose of the material.

**5. No Longer Used**

**6. Changes in Materials**

Director may add or delete materials from the definition upon Notice to CONTRACTOR. Within 14 days of receiving that Notice, CONTRACTOR shall give Director a draft Notice informing Customers of changes in

materials. Following COUNTY's approval, CONTRACTOR shall distribute those Notices to Customers and Occupants in the manner that Director requests in accordance with Item L4b of this Exhibit.

CONTRACTOR may request an adjustment to the Service Fee under item F of Exhibit 7, Change in Contract Services, including submission of documentation supporting the adjustment, to the Director. COUNTY and CONTRACTOR must agree on the adjustment.

Examples of adjustments (or no adjustments) might be:

- No Adjustment

No incremental or net cost of Collection or Processing.

- Possible Adjustment

- Incremental cost of acquiring new Containers, establishing additional Set-Out Sites, and adding an additional Collection route, not offset by materials sales.
- Additional cost to Process material.

## **7. Waste Characterizations**

On a quarterly basis as required in item A2a of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables, whether done by CONTRACTOR or the Materials Recovery Facility.

## **H. Special Services**

CONTRACTOR shall provide the services prescribed in this Section without additional cost to Customers or charge to COUNTY except for subsection E of this Exhibit, Additional On-Call Pickup with Additional Cost.

### **1. Holiday Tree Collection**

For a minimum of three weeks following December 25, or another period established by Director, CONTRACTOR shall Collect, transport, process, and Divert all Holiday trees stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. Trees Collected under this program are not required to be cut to a smaller size by Occupant. Trees set out after the three-week period are to be Collected as Green Waste and therefore limited to 4-feet in length. All materials Collected shall be Diverted to the maximum extent feasible.

## **2. Annual Curbside Cleanup Event**

Once each Calendar Year, CONTRACTOR shall Collect unlimited quantities of Bulky Items or bagged/bundled Excess Solid Waste, discarded at each Set-Out Site by the Occupant, including Construction and Demolition debris which is limited to two 70-pound bags, containers, or bundles. Any Construction and Demolition debris or other items not Collected shall be tagged with a Non-Collection Notice explaining the reason for it not being removed.

CONTRACTOR shall use Reasonable Business Efforts to ensure that this event is held the same weekends as previous year and no changes shall be made without Director's approval. See item C of Exhibit 3A3 for months or dates of previous year's events. CONTRACTOR shall schedule events in succeeding Saturdays assigning one Service Day for each Saturday, except on a Holiday weekend and the following weekend if Collection service was delayed and Friday service is now on Saturday. CONTRACTOR shall avoid Holiday weekends and other weekends with celebrations or parades. Multiple Service Days may be combined into one Saturday upon approval by Director.

One week prior to the day of each event, CONTRACTOR shall provide Director with information regarding the event such as:

- Route maps with starting and ending points,
- Vehicles,
- Number of workers,
- Primary contact Person, and
- Other information requested by Director.

CONTRACTOR shall instruct Occupants to place their items at the Set-Out Site prior to 6 a.m. of the day of their event. CONTRACTOR shall start the event no earlier than 6 a.m. and end by 6 p.m. on the Saturdays during the event, or as instructed by Director.

CONTRACTOR is to anticipate that some Occupants will place items at the Set-Out Site after 6 a.m. and after CONTRACTOR has passed that Occupant's home. Therefore, prior to the end of each day's event, CONTRACTOR shall return to each street one time to ensure that all discarded materials placed at Set-Out Site were Collected. CONTRACTOR is not required to use a Collection Vehicle for the second pass. For example, CONTRACTOR's route supervisor may check the Set-Out Sites. If any discarded material is found, CONTRACTOR shall Collect it that same day. Any items in the Public Right-of-Way after CONTRACTOR has returned one time are considered Abandoned Waste.

CONTRACTOR may be required, upon oral or text message request of Director to return to any event route and Collect discarded materials left out at the Set-Out Site. This shall be accomplished on the same day of the request. If Director makes such a request, it shall not be considered a violation of the service hours.

CONTRACTOR is to submit a report on the results of the cleanup event. This may include the following or similar as determined by Director:

- Event tonnages,
- Location of participants,
- Email confirmation of event completion, and
- Use of Director's Trash Monitoring Program (TMP) smartphone application or other similar system, as determined by Director.

**3. Bulky Item and Excess Solid Waste Collection**

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit, CONTRACTOR shall Collect Bulky Items and Excess Solid Waste discarded at the Set-Out Site as specified in item B of Exhibit 3A3.

**4. Priority Pickups at Director's Request**

Each Calendar Year, CONTRACTOR shall Collect unlimited amounts of Solid Waste Discarded in the Public Right-of-Way according to circumstances below.

**a. *End of Next Service Day***

20 times by the end of the next Service Day after Director's request or other time agreed to between Director and CONTRACTOR.

**b. *Same Day***

10 times on the same day of Director's request.

**5. Special Cleanup Events Services**

At Director's request, CONTRACTOR shall provide Containers such as roll-offs, Bins, Carts, Dumpsters, Cardboard boxes in type, number, and capacity (up to 80 cubic yards) for discards of Solid Waste at up to six community cleanup projects or public events located throughout the Service Area during any 12-month period. CONTRACTOR may be required to replace filled Containers during the event if directed to do so by Director prior to the event and shall be responsible for removing any Refuse that is left alongside of, rather than inside, the Containers. CONTRACTOR shall Collect Containers at the end of the event, the next day, or other date

agreed to between Director and CONTRACTOR. Event participants will be instructed to gather bags into piles at the end of the event. CONTRACTOR shall provide all the necessary staffing, labor, Vehicles, Containers, and other equipment, and materials or supplies (such as plastic bags in portable containers).

**6. Sharps Collection**

Within one week of a Customer or Occupant request, CONTRACTOR shall provide the Occupant, without charge, with the following:

**a. *Four Sharps Containers per Year***

A Sharps Container that has at least a one-gallon capacity (up to four per Contract Year) for discard of Sharps in accordance with any Federal, State, and local laws and regulations; and,

**b. *Collect or Pre-Paid Mailer***

CONTRACTOR shall also Collect Sharps Container or provide a prepaid postage container for mailing back the approved Sharps Container in accordance with any Federal, State, and local laws and regulations.

CONTRACTOR shall Collect, transport, and Dispose of materials, without charge, in accordance with any Federal, State, and local laws and regulations.

**7. Mulch and Compost Giveaway Program**

CONTRACTOR shall twice annually, publicize and offer Occupants Mulch (i.e., shredded bark and wood chips) and Compost (no tire shreds) at no additional charge to Customers, Occupants, or COUNTY. This shall occur once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. CONTRACTOR must use recovered Organic Waste products as set forth in Article 12 of SB 1383. CONTRACTOR shall use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area, unless otherwise approved by Director.

See item A of Exhibit 3A3 for required minimum quantities of Mulch and Compost. All materials shall be tested and certified per requirements of the Local Enforcement Agency. CONTRACTOR shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste.

(<https://www.cdffa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>)



**a. Pickup Event**

CONTRACTOR shall select a location, preferably within the Service Area (typically in the parking lot of a park or school) or other feasible areas approved by Director and shall be responsible for planning and making all necessary arrangements. CONTRACTOR shall provide all the necessary staffing, Vehicles, Containers, and other equipment, and materials or supplies (such as shovels and extra bags). CONTRACTOR shall help participants who request help and shall post a Bilingual sign at the event offering assistance. Upon request of CONTRACTOR, Director may provide some assistance in securing COUNTY facilities.

**b. Delivery**

In lieu of a pickup event, CONTRACTOR may deliver bagged Mulch and Compost, with Director approval. CONTRACTOR shall provide all the necessary staffing, Vehicles, and bags. Within one week after Occupant request, CONTRACTOR shall deliver Mulch and/or Compost to that Occupant's address.

**8. Director's Fund**

Each Contract Year, CONTRACTOR shall create and maintain a fund for use upon Director's request for as-needed tasks similar in nature or related to Contract Services (Task 1 and Task 2 Services). The amount of this fund shall be calculated based on the number of parcels at the rate of \$0.09 per parcel per month per year and shall be available for use at the Director's request after the Commencement Date. Parcel counts are based on the number of parcels on the Commencement Date and adjusted annually thereafter. Unused funds shall rollover to the next Contract Year. For example, 5,000 parcels would generate a fund of  $\$0.09 \times 5,000 \times 12 = \$5,400$  every year.

Examples of use of this fund are as follows:

- Power washing of street, alley, or sidewalk
- Washing Containers
- Printing brochures or flyers
- Mailings to Service Area
- Ordering of promotional items (reusable bags, pencils, magnets, etc.)
- Rollout service, including Collection of a Bulky Item from near the front door of a Residential Premises

**I. Roll-Out Services for Containers**



CONTRACTOR shall provide manual Container roll-out for all or a portion of Collection at the request of any Customer for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7, without additional charge for Elderly or Disabled Occupants. Elderly or Disabled Occupants must certify to CONTRACTOR that there is no able-bodied individual in the household who can move the Cart to the Set-Out Site. The roll-out service may be any one of the three services described below.

Subject to Director review and approval and further subject to CONTRACTOR'S obligations under Part 9C of Exhibit 5, CONTRACTOR may require those Customers and Occupants who subscribe to roll-out services to sign an agreement containing an indemnification of CONTRACTOR and COUNTY, for any claim related to, or arising from the roll-out service, other than the sole negligence of the indemnified party.

**1. Full Service (Up to 50 feet) Carts**

This service is for a typical urban Single-Family Home, or similar, to move the Carts from near the home, to the street, and back again. The roll-out shall be on paved, relatively flat surfaces at a distance up to approximately 50 feet from the Set-Out Site to the Occupant's on-site storage location, measured along the route the Container must travel. This service shall be for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

These services include the following:

**a. *Move Carts***

Moving Carts from their storage location to the Collection Vehicle and returning them to their storage location. CONTRACTOR shall not leave Carts left in the street for more than one hour; and

**b. *Carry Bulky Items***

Carrying Bulky Items or E-waste from outside, adjacent to a building out to the curb that was called in for Collection by Customer or Occupant. CONTRACTOR shall not be required to remove Bulky Items or E-waste from inside a residence or business.

**2. Extended Full-Service Carts**

This service is the same as the services in item 1, Full Service in this Section but with either of the extenuating circumstances below for the Extended Full Service charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

**a. *Long Driveways.***

Driveways longer than 50 feet of distance between the Set-Out Site and the Occupant's on-site storage location.

**b. *Unpaved Driveways***

Conditions of the property such as the surface of the driveway is unpaved, prevents one Person from easily or safely rolling the Cart or requires two people from safely carry a Bulky Item.

**c. *Steep Driveways***

Conditions of the property such as the surface of the driveway is very steep (25 percent grade, 2.5 feet rise over 10 feet), prevents one Person from easily or safely rolling the Cart or requires two people from safely carry a Bulky Item.

**3. Minimum Service (Up to Ten feet) Carts**

This service is like item 1, Full Service in this Section but for areas with Set-Out Site limitations and a distance up to approximately ten feet between the Set-Out Site and the location Occupant places the Containers. It does not include opening a gate or other barrier. See Exhibit 3A3 for possible additional details. This service is used only upon Director approval.

Director may require this service in circumstances where it is unsafe to place the Containers in the road for extended periods due to bicycle paths, dense parking, narrow streets, animals, or other reasons.

**J. Method of Payment for Task 1 Services**

CONTRACTOR shall bill Customers directly for Task 1 Services in accordance with items A and B of Section 7.

**K. Transition Roll-Out Plan**

At least 30 days Prior to the Execution Date, CONTRACTOR shall provide to Director for approval a start-up transition and Container roll-out plan, including both time line and tasks. CONTRACTOR shall submit a plan in accordance with item B19 of Exhibit 17, and shall address items such as:

- Ordering Vehicles and/or Containers;
- Vehicle and/or Container delivery from manufacturer;
- Container assembly;
- Distributing Containers to Customers and Occupants;
- Public outreach and education activities;
- Determining routes;
- Training route drivers;

- Collecting old Containers; and
- Commencement Date of Collection.

CONTRACTOR shall implement the approved start-up transition roll-out plan for an orderly transition of Refuse services from one contractor to another.

CONTRACTOR shall cooperate and work with outgoing and future contractor of Task 1 Services to ensure a smooth transition. CONTRACTOR shall agree that if necessary for the orderly transition of Collection services to:

- Collect Solid Waste from outgoing CONTRACTOR's Containers;
- Allow outgoing CONTRACTOR to Collect from Containers;
- Service, remove, and store outgoing contractor's Containers after transition;
- Allow future CONTRACTOR to Collect from Containers after the termination of CONTRACT; and
- Continue Occupant's services, Container quantity and sizes, and discounts from outgoing CONTRACTOR's customer service list, including not providing Containers to addresses not utilizing outgoing CONTRACTOR's services.

Director shall have the final say to require transition services agreement between outgoing CONTRACTOR and future contractor.

## **L. Public Education and Outreach**

CONTRACTOR shall develop, disseminate, and conduct comprehensive public education and outreach regarding services to maximize Diversion of Recyclables, Green Waste, Bulky items, Sharps, and E-waste. The public education and outreach components shall include but not be limited to the following:

### **1. Customer Terms and Conditions**

Before commencing Task 1 Services and annually thereafter by July 1, CONTRACTOR shall provide a Terms and Conditions to Customers and Occupants, substantially in the form included in Exhibit 16 and approved by Director.

CONTRACTOR shall distribute to Customers and Occupants a copy of the Terms and Conditions upon request.

Director may change the form and content of Terms and Conditions from time to time after Notice to CONTRACTOR. CONTRACTOR may change the form of Terms and Conditions only with Director's prior written consent in accordance with item L1.

### **2. Service Brochure(s)**

Before commencing Task 1 Services and to each new Customer and Occupant, and annually throughout the CONTRACT term, CONTRACTOR

shall provide a service brochure to Customers and Occupants, specifically in the form included in item D of Exhibit 16, which must include at a minimum, all the following items:

- The scope of Task 1 Services, including general information on size and number of Carts, where to get specific information about their Containers, and a general description of the Set-Out Site;
- Holiday schedules in accordance with item B5 of Exhibit 3A1;
- Delivery, pick up, exchange, and replacement of Carts;
- Any weight limitations of Carts;
- CONTRACTOR's Office Hours, toll-free customer service telephone number, e-mail address, and website;
- Director's telephone number (888 CleanLA), which the Customers or Occupants may call after contacting CONTRACTOR if the Customer's or Occupant's service complaint is not satisfactorily resolved;
- Description of Green Waste and items (such as palm fronds) that do not comprise Green Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

### **3. Community Meetings/Events**

**Upon Director's sole discretion, the format of the meeting shall be either in-person or over the Internet using a Director-approved software application.**

#### ***a. Prior to Start of Contract***

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings in English and upon Director request, in Spanish, to explain hauler transition, if applicable, and new Task 1 Services to Customers and Occupants in the Service Area:

- Up to three on weekday evenings;
- Up to three on separate Saturdays; and
- Director may modify number, date, and time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements between two and three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting at least two weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this

Exhibit. CONTRACTOR shall use address list provided by Director or a Director approved list provided by the previous contractor.

**b. Upon Director Request**

CONTRACTOR shall attend up to 20 community meetings/events per Contract Year upon Director's request. Examples include local fairs or civic events with individuals, Customers and Occupants, community organizations, city councils, town councils and any other groups named by Director. CONTRACTOR shall take any or all the following actions at the meetings/events, approved by Director:

**(1) Operate Recycling Information Booths**

CONTRACTOR shall operate Recycling information booths and distribute colorful flyers, promotional items, have a minimum of 100 CONTRACTOR-provided reusable bags available, pamphlets, and other items that encourage participants to Recycle, reduce, reuse, and/or Divert Solid Waste.

Additionally, upon Director request, CONTRACTOR shall order and provide up to \$1.000 worth of miscellaneous promotional items such as miniature recyclables carts or magnets per Contract Year. Director may request that CONTRACTOR give out these items at a specific event or Director may distribute these items at any events.

**(2) Other Activities/Actions**

CONTRACTOR shall conduct other similar activities and take other similar actions requested by Director.

**c. Annual**

Once per Contract Year, CONTRACTOR shall hold a minimum of two and up to four community meetings in English and upon Director request, in Spanish, to hear how satisfied Customers and Occupants are with the service and clarify or promote Task 1 Services to Customers and Occupants in the Service Area:

- Up to two on weekday evenings;
- Up to two on separate Saturdays; and
- Director may reduce number or change the date or time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements at least three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purposed, time, and place of each meeting between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit. CONTRACTOR shall use an address list provided by Director or a Director approved list provided by the previous contractor.

**4. Written Notices and Outreach Materials**

***a. Prior to Beginning Task 1 Services***

**(1) Letter From Director**

Within 30 days after the Award Date or other date designated by Director, CONTRACTOR shall print and first-class mail Bilingual letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to CONTRACTOR. CONTRACTOR shall be responsible to pay for the cost of producing and mailing these letters.

**(2) Letter From CONTRACTOR**

Within 60 days prior to the Commencement Date or other date designated by Director, CONTRACTOR shall prepare and first-class mail a Bilingual letter to all Customers and Occupants introducing themselves, explaining the transition, and announcing upcoming community meeting dates, and other pertinent information.

***b. Upon Start of Task 1 Services and Annually***

CONTRACTOR shall develop written educational materials and deliver them to Customers and Occupants. Historically this information was distributed using quarterly newsletters. To reach more people and reduce paper waste, it is desired to use new methodology such as postcards and take advantage of technology, such as smartphones. Customers and Occupants are to be given a choice of how they want to receive the information, through traditional quarterly newsletters or via “monthly” text or e-mail messages.

In summary, outreach to all Occupants will be as follows:

- Monthly postcards
- Twice per year special announcement flyers

- Five times during Term, magnets or similar

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, advance notice of each announcement to Customers and Occupants, except as related to billing reminders, service interruptions, and Non-Collection Notices. Upon Director's request, CONTRACTOR shall use artwork, layout, or notices, provided by Director.

Such educational materials include:

#### (1) Articles

Each month, CONTRACTOR shall develop a Bilingual article with color graphics containing information that encourages Recycling and to educate Customers and Occupants of Task 1 Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of Carts including during heavy rains
- Holiday Tree Collection instructions
- Organics and/or Green Waste
- Bulky Items
- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse Recycle rethink
- Containers left in street or alley
- Unpermitted Waste Disposal
- New Solid Waste laws
- Articles specific to Service Area such as bear Carts, palm fronds, or Manure
- Other articles upon the request of Director

#### (2) Special Announcements

CONTRACTOR shall develop and deliver, as set forth in item L4b(4) of this Exhibit, Bilingual outreach Notices to Customers and Occupants on various events, upon receiving approval from Director. Announcements include:

- Household Hazardous Waste Collection Events
- Annual Curbside Cleanup Event schedule
- Compost/Mulch Giveaway Event
- Smart Gardening Workshops



- Holiday Collection schedule
- Billing reminders, upon Customer request\*
- Service interruptions\*
- Non-Collection Notice\*
- Sharps pickup
- Container removal Notice
- Organics/Food Waste Diversion\*\*
- Other Notices upon the request of Director

\* These are limited to text, e-mail, or notices left on Containers and are not applicable to direct mailings.

\*\* Prior to January 1, 2022, two additional direct mailings are required related to Organics.

(a) Flyers - Text/Email or Direct Mail

CONTRACTOR shall send to each Occupant and Customer up to twice per Contract Year.

(b) Magnets

Within 3 months of Commencement Date and up to 4 additional times during CONTRACT Term, CONTRACTOR shall send “refrigerator” magnets or similarly priced promotional items, as approved by Director, to each Occupant and Customer.

(3) Distribution

The articles and announcements will be disseminated in the following ways, as requested by Customers and Occupants:

(a) Direct Mail (Monthly Postcards)

CONTRACTOR shall develop one-page (opposite side for an alternate language, if required by Director) postcards in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these postcards to Customers and Occupants each month. Postcards shall be available in electronic format such as PDF. CONTRACTOR shall make postcards on 8.5-inch by 11-inches sized cardstock paper.

While Director intends to use postcards, Director reserves the right to change to quarterly newsletters. If requested by Director, CONTRACTOR shall develop one-page (additional page(s) for Spanish, if required by



Director) newsletters in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these newsletters to Customers and Occupants four times each Contract Year. Newsletters shall be available in electronic format such as PDF. CONTRACTOR shall make newsletters for 8.5-inch by 11-inches or 8.5-inch by 14-inch sized paper, whichever is appropriate, as requested by Director. Once per year, Director may request a second English page be added to newsletter.

(b) E-mail/Text Messages

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or postcards for Customers and Occupants who request them. For example, in late December send a text worded, "Have a Holiday tree to get rid of? [Click here.](#)", with a link to an article about Holiday trees. When there is an HHW Collection Event nearby, send a text worded, "Leftover household chemicals, paint, or used oil to get rid of? [Click here.](#)" Messages shall be sent approximately monthly plus special announcements as necessary.

(c) Notices on Containers

CONTRACTOR shall attach notices on Containers related to billing reminders (prior to Container removal), contamination, improper storage, and non-collection.

(4) Delivery of Written Materials to Customers and Occupants

CONTRACTOR shall deliver general materials (such as Notices and newsletters) to Customers and Occupants by any or all the following means approved by Director:

- U.S. Postal Service, first-class unless otherwise approved by Director;
- Door-to-door delivery service;
- Insert in monthly Customer bills\*;
- Electronic mail (E-mail)\*;
- Text messages\*;
- Other means approved by Director

\* These methods individually are not adequate.

CONTRACTOR shall include Director in their mailing list and ensure that general materials are sent to Director the same time they are sent out to the Customers and Occupants. CONTRACTOR shall submit proof of mailing within 7 days of mailing.

(5) **Social Media**

CONTRACTOR shall reach out to Customers and Occupants and make information available regarding Task 1 Services by current social media and the following means approved by Director, such as: Facebook, Twitter, Instagram.

**5. Additional Outreach**

CONTRACTOR shall visit in-person, call, send an e-mail or text, or other means to inform a Customer or Occupant of services or issues, as requested by Director. For example, CONTRACTOR shall speak to an Occupant that contaminates a Container or frequently leaves a Bulky Item at the Set-Out Site without calling to request Collection.

**6. Bilingual Correspondence**

CONTRACTOR shall develop all written materials in both English and Spanish, if required by Director. Additionally, CONTRACTOR shall develop materials in additional languages, include a notice in the applicable language where the information is available, and make the information available online as required in Section 18985.1(e) of SB 1383.

**7. Outreach to Commercial Franchise Multi-Family and Business Accounts**

As less Refuse is generated through waste reduction or Diversion practices, smaller volume Refuse Carts may be an option that Dumpster users may not have previously considered.

Upon Director request, CONTRACTOR shall visit in-person or mail Dumpster Customers to inform them of the option to use Carts through this CONTRACT, within 30 days of Commencement Date and annually thereafter. Director will provide an address list. Director approval is required for all written materials. Written materials shall consist of a letter and a color brochure with inserts.

While this service is not likely to be requested by Director at the beginning of the CONTRACT, it may be requested later.

**M. CONTRACTOR Commitments Made in Proposal**

CONTRACTOR shall fully and timely satisfy any additional Performance Obligations set forth in item B18 of Exhibit 17 from its proposal to Director for procurement of this CONTRACT.

**N. No Longer Used**

**O. Difficult to Service**

If CONTRACTOR is unable to Collect Refuse, Recyclables, Green Waste, and/or Food Waste with a standard automated Collection Vehicle, CONTRACTOR shall use an alternative size or type of Vehicle as necessary including manual or other form of Collection to ensure Task 1 Services. Additionally, CONTRACTOR may be able to use a standard Collection Vehicle but the rate of Collection is significantly slower. Areas that are difficult to service include those with narrow streets, alleys and bridges, one-way narrow streets, steep roadway gradients, limited roadway curve radii (tight curve), thin pavement thicknesses, unimproved (dirt) roadway surfaces, and variable vertical and horizontal clearances.

A Director-approved list of difficult to service addresses is in item C2 of Exhibit 16 and a map of the areas are in item A3 of Exhibit 16. The list is subject to change upon written notification by Director or upon request by CONTRACTOR and approval by Director. CONTRACTOR shall charge a difficult to service fee per rate schedule in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

See Exhibit 3A3 for possible additional details.

**P. Food Waste**

**1. Food Waste Collection**

This CONTRACT does not allow the Collection of Food Waste and other Organic Waste as part of the Refuse, without Director approval. This topic is further discussed under Diversion in item C3 of this Exhibit.

**2. Food Waste Container**

To encourage Occupant's participation in diverting Organics from Landfills, CONTRACTOR is to provide an in-home container that is attractive enough to place on a kitchen counter and small enough to place in a dishwasher. It is anticipated that Occupants would use the container to regularly transfer food waste from their kitchen to the Green Waste Container and eliminate the need for a plastic bag. While the first container is to be provided at no additional charge, CONTRACTOR must allow the purchase of additional containers for the fee indicated in Form PW-2, Task 1 Service Fees of Exhibit 7.

To further encourage the reduction of waste generation through the participation in the Smart e-Club, CONTRACTOR is to promote and offer a second, upgraded stainless steel container, upon the request of the Occupant that is enrolled in the Smart e-Club. Promotion means to include in newsletter articles.

**a. Each Occupant**

At the start of the Contract or later if Director requests, CONTRACTOR shall provide each Occupants and each new Customer a container intended for Food Waste in the home, prior to the start of their service. The container shall be similar in design to ones available at [sure-close.com](http://sure-close.com) (Director does not endorse this brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;
- Approximately 2 gallons in volume,
- 10-12 inches wide, for scraping plates into;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and
- Additional available for purchase by Customers that includes reasonable markup and delivery or shipping.

**b. Smart e-Club Members**

Within 30 days of request from Smart e-Club members and at no charge for the first one, CONTRACTOR shall provide containers that meet the following criteria:

- Dishwasher Safe;
- Lid, removable and prevents odors;
- Handle;
- Approximately 2 gallons in volume;
- 10-12 inches wide (if available), for scraping plates into;
- Any logo or other graphics must be approved by Director;
- Stainless Steel; and
- Additional available for purchase by Customers that includes reasonable markup and delivery or shipping.

**c. 32-Gallon Cart**

Occupants that do not store their Green Waste Containers near their homes may want a 32-gallon Cart to keep nearby but roll it to the curb on service day. As part of the standard Containers in item D1

of Exhibit 3A1, CONTRACTOR shall make available a second Green Waste Container.

Alternatively, a Food Waste Container may be offered with Director approval. This Container could be serviced by either a Green Waste Vehicle or a dedicated Food Waste Vehicle.

**EXHIBIT 3A2 – Task 2 Services**  
**Abandoned Waste Collection Services And**  
**Public Receptacle Collection Services**

**A. Abandoned Waste Collection, Transportation, and Diversion/Disposal**

**1. Service Locations and Times.**

CONTRACTOR shall keep the Public Right-of-Way in the Service Area free of Abandoned Waste. The goal is to have any Abandoned Waste for as short of a time as possible, using Reasonable Business Efforts, but never more than seven calendar days. Items at the Set-Out Site shall be considered Bulky Items. Items at the Set-Out Site shall be considered Bulky Items. CONTRACTOR shall do all the following as further provided under this subsection, unless Director otherwise requires:

**a. *Monitor***

CONTRACTOR shall monitor the Service Area weekly for Abandoned Waste while providing all Contract Services, except for Hot Zones under subsection 5 which CONTRACTOR shall monitor daily. CONTRACTOR may use the drivers of its Refuse, Recyclables, and Green Waste Collection Vehicles; route supervisors, or a separate crew.

**b. *Document***

CONTRACTOR is always required to include the number of incidents and the location of Abandoned Waste. If CONTRACTOR uses same Vehicle for Collection of Abandoned Waste and Bulky Items, the two must be distinguished in the Reporting.

CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Abandoned Waste.

**c. *Remove***

CONTRACTOR shall Collect, transport, and Divert or Dispose of all Abandoned Waste, in unlimited amounts, within the following times:

- On the same day as automated Collection specified in Task 1 Services, in item B4 of Exhibit 3A1, Sweep of the entire Service Area;
- By the end of the second Service Day after a request by Director or any Person;

- By the end of the next Service Day after observation by CONTRACTOR, or request by Director or any Person, for items blocking or hindering passage, or items posing a potential health and/or safety hazard;
- By the end of the next Service Day after Director's request for removal of Abandoned Waste at up to 20 locations each Calendar Year,
- By the end of the same Service Day of Director's request for removal of Abandoned Waste at up to 5 locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under item 5 of Subsection A.

**d. *Clean***

CONTRACTOR shall sweep or otherwise clean and Collect all loose litter and debris within 3 feet of an item of Abandoned Waste.

**2. Miscellaneous Requirements**

**a. *Alternative Vehicles***

If obstacles impede the progress of Refuse Collection Vehicle such as low, hanging wires; protruding vegetation; and leaning fences, CONTRACTOR shall use alternative Vehicles and equipment.

**b. *Unpermitted Wastes***

If CONTRACTOR identifies any Unpermitted Waste, CONTRACTOR shall immediately follow its Unpermitted Waste Protocol in accordance with item A of Section 13.

**c. *Very Large Items***

If CONTRACTOR identifies any item of Abandoned Waste that is too large or heavy to Collect by two workers in its Refuse Collection Vehicles, it may ask Director for Road Maintenance Division's help.

**d. *Comprehensive Service***

Service under this Section includes the furnishing of all labor, supervision, administration, material, and equipment.

**3. No Longer Used**

**4. Abandoned Waste and Litter in Alleys**

CONTRACTOR shall ensure that all alleys including but not limited to wall to wall and/or fence to fence within the Service Area are in a state of cleanliness. While all or some alleys may be serviced by a street sweeper, CONTRACTOR is responsible for the alley cleanliness.

Contractor shall Collect, remove, transport, Dispose or Divert, and manage, in unlimited amounts, all discards including, but not limited to, items such as furniture, rugs, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, other major appliances/metallic discards, covered electronic devices and other consumer electronic devices, car parts, tires, recreational equipment, lumber, plaster, dirt, rocks, bricks, concrete, asphalt, tree stumps, roadside debris, refuse, green waste, and combustible/noncombustible rubbish found in the alleys, regardless of whether it was accidentally and/or illegally discarded or occurred there by natural and other causes.

Contractor shall also pick-up, clean, and collect from all alleys within the Service Area, all loose litter and debris, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The Contractor shall carry on each truck, hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

If the Service Areas does not currently have any alleys requiring service, then the miles listed in item C1 of Exhibit 16 will be 0 or n/a. Director may add alleys.

**5. Daily Monitoring and Clean up in Hot Zones**

Hot Zones are areas where Abandoned Waste is dumped frequently, or areas Director deems important to keep free of Abandoned Waste. CONTRACTOR shall monitor, remove and clean up Abandoned Waste in Hot Zones daily, Monday through Friday (or the day after a Holiday) between the hours of 6 a.m. and 6 p.m. for the following locations:

- The locations of Hot Zone are shown in item A2 of Exhibit 16.
- If there are no Hot Zones, then the feet listed in item C2 of Exhibit 16 will be 0 or n/a.
- Director may amend item A2 and C1 of Exhibit 16 upon Notice to CONTRACTOR, including increasing the existing route length by up to 125 percent. Amendments are subject to agreement with CONTRACTOR on adjusting CONTRACTOR's compensation, except for the rate per foot which will not be adjusted.



**6. Payment**

COUNTY will pay CONTRACTOR the fee for monitoring and Collecting Abandoned Waste as provided in item C of Section 7, even though under County Code the cost of removing Abandoned Waste is the responsibility of the Person, if known, who discards the waste.

**B. Public Curbside Receptacles Collection Service**

The work to be accomplished shall include the furnishing of all labor, supervision, administration, material, and equipment for the clean-up, Collection, transportation, Diversion/Disposal, and management of discards from designated public curbside receptacles, in unlimited quantities, in the Service Area. Item C3 of Exhibit 16 contains a list of the number of receptacles and item A6 of Exhibit 16 contains a map of the locations.

**1. Collection**

CONTRACTOR shall Collect discards from public curbside receptacles by removing the plastic bag and its contents from the inner liner and replacing with a new plastic bag or removing the Refuse or Recyclables from the bag if there were only a few items inside. CONTRACTOR shall supply and use its own plastic bags. The public curbside receptacles are furnished by COUNTY, located along business districts with high pedestrian activity. A public receptacle may include one intended for pet waste. The quantities and locations of the applicable public curbside receptacles are identified on item A6 of Exhibit 16 and may be subject to change by Director.

**2. Maintenance**

As needed, CONTRACTOR shall also clean and wipe down the outside and liner of the public curbside receptacles as well as clean and Collect, all loose litter and debris, within three feet of the base of the public curbside receptacles, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The standard of cleanliness shall be that there are no odors once waste is removed and no visible spills, stains, markings, dust, or dirt on the inside or outside of the receptacles. At a minimum, receptacles are to be cleaned every two weeks. CONTRACTOR shall carry on each truck, rags and hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

CONTRACTOR shall notify Director of the presence of any graffiti or other markings that deface or detract from the aesthetic quality of the public receptacles. If the graffiti is comprised of obscenities, notification shall be within 24 hours.

If any plastic liner is damaged beyond repair, such liner shall be replaced at CONTRACTOR's expense.

**3. Collection Schedule**

**a. *Standard Public Receptacles***

CONTRACTOR shall Collect discards from the non-compactor public curbside receptacles, twice per day, Monday through Saturday, with the first Collection occurring between the hours of 7 a.m. and 9 a.m., and the second Collection between the hours of 2 p.m. and 4 p.m. Director reserves the right to reduce the frequency of Collection throughout the Service Area at any time during the Term of this CONTRACT at the sole discretion of Director. See Exhibit 3A3 for possible modifications to the days or times.

**b. *Solar Compacting Public Receptacles***

CONTRACTOR shall Collect discards from the solar compacting public curbside receptacles as-needed, Monday through Saturday, based on the need indicated on the Internet based monitoring software. The schedule shall not be more frequent than twice per day or longer than seven days for receptacles with Refuse.

**4. Other**

**a. *Adjustments to Quantity and Location***

In the event the quantities, and locations of the public curbside receptacles or the type of Solid Waste discarded in those receptacles change during the Term of this CONTRACT, Director will notify CONTRACTOR of such change in writing. Collections from any additional public curbside receptacle or reduction in public curbside receptacles will be adjusted at the Annual Total identified on Attachment 7-3 Task 2 Service Fees but the rate for individual receptacles will not be adjusted. The number of receptacles over the Term may be increased by up to 125 percent of the current number, which includes doubling the number of receptacles at the time this CONTRACT is executed, to add Recycling plus 25 percent more for new locations.

CONTRACTOR will Collect Refuse in additional receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under Section 3B.

If the Service Area does not have any designated public curbside receptacles as of the Execution Date, the number listed in item A6 of Exhibit 16 will be 0 or n/a.

***b. Solar Refuse/Recyclables compactors***

Director reserves the right to replace the current public curbside receptacles with solar Refuse/Recyclables compactors. In the event the current receptacles are replaced, the cost for servicing and maintaining cleanliness of each compactor shall remain the same as the current cost for servicing each public curbside receptacle.

***c. Verification***

If the public receptacles have a service log sheet inside, CONTRACTOR must sign, date, and record the time of Collection service or indicate the receptacle was empty upon inspection and record when the receptacle was cleaned.

***d. Receptacle Locks***

CONTRACTOR shall keep all receptacles locked to prevent access by the public. Director shall furnish keys.

***e. Damaged Receptacles***

CONTRACTOR shall report damage to the receptacles with 48 hours of observing such damage. Damage includes but is not limited to missing components or malfunctioning parts. CONTRACTOR shall not attempt to repair any receptacles, except for plastic liners. Liners are CONTRACTOR's responsibility to repair or replace regardless of the cause of damage.

***f. Recyclables***

As of the Execution Date designated public curbside receptacles in the Service Area primarily contain Refuse. CONTRACTOR will Collect and Divert Recyclables discarded in existing or additional Recyclable receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under item B of Section 3.

***g. Organics***

Starting any time after January 1, 2022, Director may direct CONTRACTOR to remove Organics from receptacles through Processing at a high diversion Materials Recovery Facility. Due to a

lack of such facilities at the time of CONTACT Execution, the fee for this service will be negotiated prior to the service.

**C. No Longer Used (moved to item D of Exhibit 3A1)**

**D. No Longer Used (Vehicles moved to item C of Section 3)**

**E. Homeless Encampments**

CONTRACTOR acknowledges:

- Homeless Encampments are temporary and homeless individuals are transient,
- Homeless Encampments are not Customers and therefore Solid Waste generated and discarded in the Right-of-Way is considered Abandoned Waste, and
- Public health and safety requires that Solid Waste generated in Homeless Encampments must be removed not only when individuals abandon a Homeless Encampment, but also when they occupy it.
- Providing regular trash service to People Experiencing Homelessness (PEH) is a new service and therefore difficult to predict the exact level of services needed and problems that may be encountered.

CONTRACTOR shall not enter a Homeless Encampment or remove anything from a Homeless Encampment except upon Director request. CONTRACTOR shall not intentionally remove any Unpermitted Waste, including biological or hazardous waste. CONTRACTOR shall include a rate in Attachment 7-3, Task 2 Service Fees of Exhibit 7 fees.

**1. Abandoned Homeless Encampments**

Within two business days of Director request, CONTRACTOR shall Collect, transport, and Divert or Dispose of, all Solid Waste discarded in a Homeless Encampment that has been abandoned and the camp location identified by Director. CONTRACTOR shall Collect Solid Waste, including litter and Abandoned Waste whether it is discarded in containers or on the ground. CONTRACTOR will provide that Contract Service in accordance with COUNTY policy. For example, COUNTY policy may require CONTRACTOR to place Abandoned Waste and other discards in containers and deliver them to a storage facility pending a retrieval by the individual owner. As part of these Contract Services, CONTRACTOR shall provide all equipment such as Container (including such as Carts, Dumpsters and roll-off bins) and Vehicles (including as Refuse Collection and flatbed trucks), and labor. CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Solid Waste.

## 2. Occupied Homeless Encampments

Upon Director request, CONTRACTOR shall keep the Public Right-of-Way near occupied Homeless Encampments free of Abandoned Waste. This is to be accomplished using 32 or 96-gallon Carts, 3-cubic yard Dumpsters, 35-gallon bags, cardboard event boxes, scout trucks, or whatever equipment is necessary. The use of Dumpsters is the preferred method, but Carts, bags, and boxes provide more options for unique situations. The use of 32-gallon Carts may work better for providing service to Recreation Vehicles where the smaller Cart is to be stored inside the RV and set outside on Collection day. Where Carts are provided to PEH for their long-term use, CONTRACTOR may require a deposit from the user that is equal to the value of the Container.

Local homeless service providers may be able to assist in distribution of flyers and bags. If bags are used for the purpose of Collecting loose bags not placed in Containers, they shall be:

- Translucent color to prevent bag from being turned inside-out to hide printing, or a solid color if printing is also on the inside.
- Preprinted with multiple, large font "TRASH" and "BASURA" plus the mirror image (if the bag is turned inside-out)
- Preprint Disposal Bilingual procedures on the bag
- Approximately 35-gallon capacity with drawstrings or a tie
- At least 3 millimeters in thickness to deter puncture by needles

Following consultation with the Director and upon Director consent, CONTRACTOR may change its method of Collection. For example, if cardboard boxes are frequently destroyed or removed from the Set-Out Site, CONTRACTOR may request providing Dumpsters without wheels or bags. As another example, if bags are frequently blown away or used by homeless individuals for storage, CONTRACTOR may request providing Carts or Dumpsters.

### *a. Quantity*

The number of Containers needed of each location is not specified and unique to each area.

### *b. Transportation/Delivery*

CONTRACTOR shall place Containers (including Carts and Dumpsters), bags, and/or cardboard boxes, in a safe and accessible location. CONTRACTOR shall provide notice of the proposed locations to Director for approval prior to implementing service. At any time, Director reserves the right to change the proposed

locations or require CONTRACTOR to place them at a particular location.

Carts and Dumpsters cannot be left in the public right-of-way overnight without a permit. Therefore, CONTRACTOR shall either deliver the Containers between 6 and 7 a.m. and removing them later that day between 3 and 4 p.m., or other times as approved by Director or if Director obtains a permit, Containers may be left in-place.

Following consultation with and approval of Director, each week or whatever interval determined necessary by Director, CONTRACTOR shall transport Containers (including Carts and Dumpsters), bags and cardboard boxes, to an encampment.

The Set-Out Site is difficult to determine in advance and will need to be determined case-by-case as set forth in item E.1.a. of this section. For bags, it may be necessary to Collect from outside each individual shelter or from a central pile. Property owners may not want a pile near their property and a pile may attract other Abandoned Waste.

It is anticipated that Dumpster transportation will be with a stake bed truck with a hydraulic lift gate with the capacity of five Dumpsters. Therefore, there would be one delivery charge for up to five dumpsters in an area (within 15 minutes of each other). Significantly more Carts will fit during transport but the same concept as with Dumpsters applies, one delivery charge for all Carts in an area (within 15 minutes of each other). CONTRACTOR may charge a fee for delivery that includes removal, equal to that indicated on Attachment 7-3 – Task 2 Service Fees. Director may authorize the use of a smaller vehicle for transportation.

**c. Collection**

CONTRACTOR shall anticipate that prior to offering regular Refuse Collection services to an encampment and during the service, there will be piles of Solid Waste, either Bulky Items or bagged or loose litter, that will need to be removed. This is an as-needed, upon Director's request service at each encampment. CONTRACTOR shall use all necessary equipment including brooms rakes, shovels, bags, or Dumpsters to Collect, transport, and Dispose of Refuse. Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that no one is sheltered inside the Container. CONTRACTOR shall Collect any loose litter within 3 feet of Containers, bags, and boxes.

**(1) Contaminated Containers**

Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that the Container is not contaminated with Sharps, hazardous waste, Universal Waste, or biological waste. CONTRACTOR may charge a fee for contamination equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

**(2) Overflowing Containers**

Additional Collections may be required upon Director's request to prevent waste from overflowing the Containers. However, when overflowing Containers are encountered, CONTRACTOR may charge a surcharge. CONTRACTOR may charge a fee for overflow equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

**d. Diversions/Disposal**

CONTRACTOR shall Divert or Dispose of all Solid Waste that it Collects. Any contaminated loads that cannot be Disposed without further processing may be charged at the higher rate indicated in Attachment 7-3 Task 2 Service Fees.

**e. Documentation**

To maximize efficient Collections, CONTRACTOR is to inform Director of the number of bags and the fullness of Containers in an area and include the data in the monthly County Services invoices. CONTRACTOR shall use the Director's Recreational Vehicle Program (RVP) smartphone application, or other system as determined by Director, to record information such as the location, approximate volume, and photographs.

**f. Additional Cart or Dumpster Services**

COUNTY is designating additional funds on Attachment 7-3 – Task 2 Service Fees related to service being provided under this CONTRACT, such as additional areas, more contaminated Containers, or higher frequency of Collections.

**F. Emergency Assistance (Contract Services)**

CONTRACTOR shall provide MSW Management Services requested by Director in the following circumstances:



- Solid Waste that is not collected in any part of Southern California including incorporated cities and/or unincorporated areas within the County of Los Angeles or adjacent counties, and
- In the judgment of Director, the uncollected solid waste creates a danger to public health, safety, or welfare.

Reasons for non-collection include earthquake, fire, mudslide, storm, riot, or civil disturbance, and terminated hauler contracts. Examples MSW Management Services to be provided by CONTRACTOR include:

- Providing Vehicles and staff to cleanup, Collect, transport, and Dispose/Divert any Solid Waste.
- Assisting in the transport and Disposal/Diversion of natural debris, such as rubble, mud, and fallen trees, from the Public Right-of-Way.
- Holding a drop-off event or providing Dumpsters/roll-offs for the public to bring their Solid Waste when their hauler is not providing service or additional when services are needed.

CONTRACTOR acknowledges that when providing emergency services, CONTRACTOR may be required to Collect Solid Waste from another waste hauler's Containers. Also, another waste hauler may Collect Solid Waste from CONTRACTOR's Containers.

Prior to performing any work, CONTRACTOR is to consult with Director regarding the number of Vehicles and staff, and duration of cleanup. This includes vehicle certification discussed in more detail below. CONTRACTOR shall charge COUNTY for requested MSW Management Services in amounts not greater than the following, as negotiated between Director and CONTRACTOR:

**1. Automated Collection Services**

Fees with respect to Solid Waste discarded in Containers and/or Bulky Item Collection. Examples include:

- Provide an additional day of service to Occupants; or
- Provide service to Persons outside the Service Area such as to the City of Glendora residents if their waste hauler is unable to Collect Refuse after a major earthquake and the city has an agreement with COUNTY for assistance. If location is not near Service Area, COUNTY will pay a fair price for additional transportation or Disposal costs based on comparable MSW Management Services.

**2. Solid Waste Not Discarded in Containers**

Fees per ton for Disposal\* (with respect to Solid Waste, including Abandoned Waste, not discarded in Containers) as provided in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7. Director may



require CONTRACTOR to obtain consent or acknowledgement from property owners prior to removal of Solid Waste or debris. This may be in the form of an agreement to pay for such services.

**3. Roll-Off Containers or Drop-Off Events**

Fees the CONTRACTOR charges for comparable MSW Management Services (with respect to Solid Waste not discarded in Containers) such as roll-off containers or drop-off events.

**4. Palm Frond Collection**

Fees per hour per vehicle\* as proposed in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7 if significant amounts of palm fronds fall from trees, CONTRACTOR shall Sweep areas requested, Collect from Right-of-Way, and Dispose of palm fronds.

\* Dollar amounts are subject to an annual Cost of Living Adjustment using the Consumer Price Index identified in item C of Exhibit 7.

**5. Waste in Right-of-Way Collection Services**

Fees with respect to waste discarded in the Public Right-of-Way. Examples include:

- Collection of Abandoned Waste
- Collection from public receptacles
- Collection from Homeless Encampments
- Collection of human waste including from Recreational Vehicles, buckets, or portable public toilets

None of these fees can be greater than the limits provided in item C10 of Section 7, Most Favored Public Entity, unless Director, at his sole discretion, provides authorization based on information provided by CONTRACTOR substantiating the need for an increase.

CONTRACTOR shall cooperate with all Regulatory Agencies, including COUNTY, State of California, and Federal officials in filing information related to a regional, State, or Federally-declared state of emergency or disaster as to which CONTRACTOR has provided equipment and drivers under this CONTRACT. Each vehicle used to transport Solid Waste must be assigned a unique number for tracking and invoice reconciliation. CONTRACTOR shall keep records of relative information, found on a typical weigh ticket, including the location of the source of Collection, location of Disposal/Diversion, vehicle number, tonnages, and type of material. CONTRACTOR shall have any vehicles used during an emergency certified for compliance with Federal Emergency Management Agency (FEMA) requirements for reimbursement. Additionally, if Director has directed residences

or businesses to place their debris in the Public Right-of-Way outside the terms of Contract Services, including bulky items, excess solid waste, or Construction and Demolition in quantities that exceeds the limit of two 70-pound containers, Director may request CONTRACTOR to take geotagged photographs of the debris that include adequate background to provide evidence of the location.

Director may direct CONTRACTOR to deliver Solid Waste to any specified location, including a materials recovery facility, landfill, sediment placement site, or a debris placement sight. Upon Director request, CONTRACTOR shall deliver Solid Waste to any location determined by CONTRACTOR.

CONTRACTOR shall give first consideration to COUNTY in the event of a major disaster such as an earthquake, fire, mudslide, storm, riot, or civil disturbance as declared by the President of the United States, Governor of California, or the Board of Supervisors.

CONTRACTOR shall follow the practices identified in Section 7 for billing. However, when providing services to other jurisdictions/agencies, it may be possible to arrange billing and payment directly between CONTRACTOR and the other jurisdiction/agency. Director will determine the billing procedure prior to CONTRACTOR providing service.

All terms and conditions of this CONTRACT remain in effect while performing any work under this subsection, even when it is on behalf of another jurisdiction/agency.

#### **G. Litter Collection**

Director has determined the need to efficiently remove litter and prevent it from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents. This service is not a Sweep of the entire Service Area but rather an as-needed service. CONTRACTOR shall provide all necessary equipment and temporary Containers including brooms rakes, shovels, bags, or Dumpsters to Collect, transport, and Dispose of litter in the following circumstances:

- As requested by Director
- Upon observation by CONTRACTOR, unless requested by Director to no longer provide this service

Examples include a pile of Refuse on the sidewalk or an undeveloped portion of land within the Public Right-of-Way. CONTRACTOR shall Collect litter within 48 hours of request by Director and submit before and after photos to Director along with the monthly invoices for County Services. CONTRACTOR may also Collect large piles of Refuse it observes and submit before and after photos.

Litter Collection under this section does not include litter already required to be Collected near Bulky Items, alleys, public curbside receptacles, or Homeless Encampment Containers.

**H. Method of Payment for Task 2 Services**

For County Services, CONTRACTOR shall bill COUNTY directly, in accordance with item C of Section 7.

### EXHIBIT 3A3 – Additional Services

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7. This Exhibit contains additional requirements for Task 1 services to the Occupants.

#### A. Mulch and Compost Giveaway Program (Item H7 of Exhibit 3A1)

CONTRACTOR shall offer at least 40 cubic yards of Mulch and 40 cubic yards of Compost at each event, or any volume requested by Director not to exceed 80 cubic yards of Mulch and 80 cubic yards of Compost per event.

#### B. Bulky Item and Excess Solid Waste Collection (Item H3 of Exhibit 3A1)

CONTRACTOR shall Collect Bulky Items including excess waste discarded at the Set-Out Site on next regularly scheduled Collection day upon at least 24-hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR. For items set out without notice, CONTRACTOR shall not immediately Collect but rather shall perform the following:

- Tag items with a Non-Collection Notice describing Notice requirements, and
- Contact Occupant, as provided in item C9 of Section 4, and
- The following week Collect regardless of Notice by Customer or Occupant.

CONTRACTOR shall Collect up to eight times per Contract Year all the services prescribed below. For example, Occupant may place two mattresses and five bags of excess Green Waste out for Collection and it will count as one of the three times.

##### 1. Bulky Items

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit 3A1, CONTRACTOR shall Collect from each dwelling unit receiving service, **unlimited quantity** of Bulky Items per pickup.

##### 2. Excess Refuse

CONTRACTOR shall Collect Refuse in Occupant's bags, up to **five bags** per pickup.

In areas prone to wildlife intrusion into urban areas, upon Customer request, CONTRACTOR shall make available the temporary use of Bear-Resistant Carts or Carts with Gravity Locks for the fee listed on the Form PW-2, Task 1 Service Fees of Exhibit 7. The Carts are to be delivered to Customer within 72 hours of request and removed within 24 hours of the Service Day.

**3. Excess Green Waste**

CONTRACTOR shall Collect landscaping waste in bags or bound bundles less than four feet in length, up to **ten bags/bundles** per pickup. This service is not for excess Food Waste.

**4. Special Recyclable/Reusable Items**

In accordance with SB 1383, CONTRACTOR shall Collect the following:

**a. *Textiles***

- Clothing - **Unlimited quantities** of bagged/bundles reusable clothes.
- Other Textiles - Up to **five bags/bundles** not exceeding 70 pounds of textiles other than reusable clothes.

**b. *Wood and Dry Lumber***

Up to **two bags/bundles** of wood and dry lumber bound or in containers, not longer than four feet in length or more than 70 pounds in weight and does not contain nails.

**c. *E-waste***

Up to **ten items** of electronic waste that is powered by a plug or battery such as computer, telephones, and televisions.

**5. Move-in/Move-Out**

CONTRACTOR shall offer an additional Bulky Item Collection to Collect unlimited quantities of Bulky Items, bagged excess Refuse, Special Recyclable/Reusable Items within 14 days of an account being opened or closed within the Service Area.

**6. Additional On-Call Pickup with Additional cost.**

In addition to Collection described in item H3 of Exhibit 3A1, at the request of a Customer (not Occupant) more than three times annually for Residential, upon 24-hours' Notice, at charges for additional calls listed on Form PW-2, Task 1 Service Fees of Exhibit 7 and charge for items listed in Contractor Documentation in Exhibit 17.

**7. Intended Discard**

CONTRACTOR is cautioned against Collecting items of apparent value. CONTRACTOR shall use Reasonable Business Efforts to confirm with

Customer or Occupant that Customer or Occupant intended to discard items of apparent value, such as bicycles or boxes left near the curb,

**C. Annual Curbside Cleanup Events Services (Item H2 of Exhibit 3A1)**

CONTRACTOR shall conduct the Annual Curbside Cleanup Event each July, unless otherwise instructed Director or requested by CONTRACTOR and approved by Director for each Calendar Year, unless instructed or approved by Director.

**D. Manure Service (Item D13 of Exhibit 3A1)**

**1. Scope of Services and Specifications**

Upon Customer request, CONTRACTOR shall arrange to provide separate, automated Collection, transportation, and Diversion of Manure, on the Service Day or days agreed with Customer, at least weekly, from either the Set-Out Site or by scout service.

CONTRACTOR shall provide upon Customer request any of the following Containers for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7:

- One or more 64-gallon Carts (or other capacity Cart approved by Director) exclusively for Manure, or
- One or more two-cubic yard Dumpsters exclusively for Manure.

CONTRACTOR shall offer Manure Dumpster scout services when the larger Collection Vehicle cannot Collect the Container at the Set-Out Site, for an additional charge

If CONTRACTOR observes Manure discarded in an Occupant's Refuse or Green Waste Cart, CONTRACTOR shall provide Notice explaining that Customer is responsible for any Cart damage due to discarded Manure. CONTRACTOR may charge Customer the cost to repair or replace such a Cart damaged by Manure.

While providing service, CONTRACTOR shall minimize the noise when near horses. The Collection vehicle shall not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way or compact the load within 100 feet of a horse on private property.

To minimize traffic, emissions, and truck trips, CONTRACTOR shall use the same vehicle to service Manure Carts and Dumpsters, unless otherwise approved by Director. The front/rear loading trucks must be capable of servicing

both Carts and Dumpsters. CONTRACTOR shall not use a side loader Vehicle for Carts and a front or rear loader for Dumpsters unless there are sufficient accounts to fill each vehicle. For instance, if three Vehicles were required to service an area, two front loaders and one side loader could be used.

**2. CONTRACTOR—Designated Facility**

CONTRACTOR shall transport Manure from Manure Container only to the facility or facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for Solid Waste Facilities.

**E. Required Minimum Service (Up to Ten feet) (Item I3 of Exhibit 3A1)**

This service is not currently required but may be requested by Director for implementation at any time.

This service is like services in Item I1 of Exhibit 3A1 but for areas with Set-Out Site limitations and a distance up to approximately ten feet as measured between the Set-Out Site and the location the Occupant places Carts, for the surcharge not to exceed 5 percent of the monthly basic rate. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

This service is to help prevent Carts from being a hazard in the street. This is for locations where there is not adequate space for Collection. CONTRACTOR is to move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the street for Collection for more than 30 minutes.

This distance will be measured as either for the following situations:

- Occupant's temporary location in Public Right-of-Way to the Set-Out Site, such as the grass parkway.
- Occupant's permanent storage location on private property, such as behind a fence at the front property line.

Examples of situations with Set-Out Site limitations include but are not limited to:

- Many parked cars and Occupant temporarily place Carts in the grass parkway behind cars.
- Many parked cars and Occupant temporarily place Carts on the sidewalk behind cars, provided there is adequate space on the sidewalk to not interfere with pedestrians.
- Striped bike paths where Occupant would ordinarily place Carts in the bike path.
- Hillside communities where Carts may impede the flow of vehicular traffic.

## **EXHIBIT 5 – Additional Contract Language**

**PART 1 -** Part no longer used.

**PART 2 -** Part no longer used.

### **PART 3 - GENERAL CONTRACT REQUIREMENTS**

#### **A. Employment Eligibility Verification**

- 1.** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 2.** CONTRACTOR shall defend and hold harmless, COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both about any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of Persons performing services under this CONTRACT.

#### **B. Security and Background Investigations**

Security and background investigations of CONTRACTOR's staff may be required at the discretion of COUNTY as a condition of beginning and continuing work under any resulting CONTRACT. The cost of background checks is the responsibility of CONTRACTOR.

#### **C. Consideration of Hiring COUNTY Employees**

Should CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a reemployment list during the life of this CONTRACT.



**D. Conflict of Interest**

No COUNTY employee whose position with COUNTY enables such employee to influence the award of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of CONTRACTOR who may financially benefit from the performance of the work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this CONTRACT will not violate those provisions. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this CONTRACT. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all Persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this CONTRACT subjecting CONTRACTOR to either contract termination for default or debarment proceedings or both. CONTRACTOR must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

**E. Fair Labor Standards Act**

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall Indemnify, defend, and hold harmless COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including the Federal Fair Labor Standards Act, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

**F. Consideration of GAIN/GROW Participants for Employment**

COUNTY will refer GAIN and GROW participants by category to CONTRACTOR. If both laid-off COUNTY employees and GAIN and GROW participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees priority.

## **G. Record Retention and Inspection/Audit Settlement**

CONTRACTOR shall maintain accurate and complete financial Records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other Records relating to its performance of this CONTRACT. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, review Records, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial Records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment Records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the Term of this CONTRACT and for a period of five years thereafter unless COUNTY's written permission is given to Dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in COUNTY, provided that if any such material is located outside COUNTY, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, review Records, excerpt, copy, or transcribe such material at such other location.

1. If a review of Records of CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor, reviewer, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such review of Records Report with COUNTY's Auditor-Controller within 30 days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such review of Records Report (s).
2. Failure on the part of CONTRACTOR to comply with any of the provisions of this paragraph shall constitute a material breach of this CONTRACT upon which COUNTY may suspend or terminate for default or suspend this CONTRACT.
3. If, at any time during the Term of this CONTRACT or within five years after the expiration or termination of this CONTRACT, representatives of COUNTY conduct a review of Records of CONTRACTOR regarding the work performed under this CONTRACT, and if such review of Records finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this CONTRACT or otherwise. If such review of Records finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR,

then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by COUNTY for this CONTRACT.

## **H. Compliance with COUNTY's Jury Service Program**

### **1. Jury Service Program**

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled CONTRACTOR Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of County Code.

### **2. Written Employee Jury Service Policy**

- a.** Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- b.** For purposes of this Section, "CONTRACTOR" means a Person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this CONTRACT, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract CONTRACT and a copy of the Jury Service Program shall be attached to the CONTRACT.

- c. If CONTRACTOR is not required to comply with the Jury Service Program when this CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.
- d. CONTRACTOR's violation of this Section of this CONTRACT may constitute a material breach of this CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, suspend or terminate this CONTRACT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period consistent with the seriousness of the breach.

#### **I. CONTRACTOR's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR's to complete the Charitable Contributions Certification (Form PW-12), COUNTY seeks to ensure that all COUNTY CONTRACTOR's which receive or raise charitable contributions comply with California law to protect COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (County Code Chapter 2.202)

#### **J. Social Enterprise Preference Program**

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If CONTRACTOR has obtained COUNTY certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **K. Local Small Business Enterprise Preference Program**

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the

information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between this CONTRACT amount and what COUNTY's costs would have been if this CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of this CONTRACT.
- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **L. Disabled Veteran Enterprise Preference Program**

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

If CONTRACTOR has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the CONTRACT.



- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **M. CONTRACTOR Responsibility and Debarment**

### **1. Responsible CONTRACTOR**

A responsible CONTRACTOR is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is COUNTY's policy to conduct business only with responsible contractors.

### **2. Chapter 2.202 of County Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this CONTRACT, debar CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts CONTRACTOR may have with COUNTY.

### **3. Nonresponsible CONTRACTOR**

COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any Term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.

**4. Contractor Hearing Board**

- a.** If there is evidence that CONTRACTOR may be subject to debarment, Public Works will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b.** Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- c.** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- d.** If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- e.** Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide Notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where



evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

#### **5. Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **N. Reporting Requirements for Improper Solicitations**

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration. CONTRACTOR shall make the Report either to COUNTY manager charged with the supervision of the employee or to COUNTY Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org). Among other items, improper consideration may take the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

#### **O. COUNTY's Quality Assurance Plan**

COUNTY or its agent will monitor CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such monitoring will include assessing CONTRACTOR's compliance with all this CONTRACT's terms and conditions and performance Standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of this CONTRACT in jeopardy, if not corrected, will be reported to the Board. The Report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR.

If improvement does not occur consistent with the corrective action measures, COUNTY may suspend or terminate this CONTRACT for default or impose other penalties as specified in this CONTRACT.

#### **P. Local Small Business Enterprise Utilization**

When requested by COUNTY, CONTRACTOR shall provide to COUNTY via methods specified by COUNTY, such as submission of electronic live (or dynamic) data on invoices for the prime and all Subcontractors using COUNTY-designated

third-Party software system or to a COUNTY approved website, or other means of submitting expenditure information on Subcontractors, including but not limited to the following information: the name, business address and telephone number/e-mail address of each Subcontractor.

In addition, CONTRACTOR shall be required to provide each of the specified Subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed Subcontractors are Local SBE's) and the proposed monetary amount of the work the Subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, CONTRACTOR shall indicate, via methods specified by COUNTY, the actual dollar amounts paid to each listed Subcontractor who performed work on the project. The Subcontractor may be requested to confirm receipt of the actual payment to the Subcontractor by the prime.

The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to CONTRACTOR to comply with this Section. The Parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that CONTRACTOR shall be liable to COUNTY for said amount.

If in the judgment of Director, or his/her designee, CONTRACTOR is deemed to be in non-compliance with the terms and obligations, Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from COUNTY's final payment to CONTRACTOR.

**Q. Compliance with COUNTY's Zero Tolerance Human Trafficking**

CONTRACTOR acknowledges that COUNTY has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, COUNTY shall require that CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under the CONTRACT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CONTRACTOR's staff pursuant to this paragraph shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

**R. Method of Payment and Required Information**

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

**S. Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**T. Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its

Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

**U. Contractor Independence**

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

## **PART 4 - INDEMNIFICATION AND INSURANCE**

### **A. Indemnification and Release of COUNTY**

CONTRACTOR shall release, Indemnify, defend, and hold harmless COUNTY and County's Related Parties from and against all Liabilities arising from, connected with, or relating to all the following:

#### **1. Operations**

CONTRACTOR and Contractor's Related Parties' operations or any of their respective services on or after the date of this CONTRACT, including the Contract Services and Liabilities further detailed in the following Indemnifications contained in Part 4A2 through Part 4A5 of this Exhibit 5, but excluding any Liabilities arising from the sole active negligence of COUNTY.

#### **2. Cal/OSHA**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR or COUNTY or both about any alleged act or omission of CONTRACTOR or any of Contractor's Related Parties that is in violation of any Cal/OSHA regulation. This obligation includes all investigations and proceedings associated with purported violations of 8 CCR 336.10 pertaining to multiemployer work sites. CONTRACTOR shall not be obligated to so release, Indemnify, defend, and hold harmless COUNTY from and against any Liabilities arising from the active negligence of COUNTY.

#### **3. Immigration**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR, any of Contractor's Related Parties or COUNTY or any one or all of them about any alleged violation of Federal Applicable Law (including the Immigration Reform and Control Act of 1986 (PL. 99-603) pertaining to the eligibility for employment of individuals performing Contract Services. CONTRACTOR shall not be obligated to so Indemnify, release, defend, and hold harmless COUNTY from and against any Liabilities arising from active negligence of COUNTY.

#### **4. Enforcement of CONTRACT or Applicable Law**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, any Liabilities that may be assessed against CONTRACTOR, any of Contractor's Related Parties or COUNTY or any one or all of them about any alleged failure of COUNTY to exercise COUNTY's rights under this

CONTRACT or to enforce provisions of this CONTRACT or of Applicable Law as permitted under Part 11A4 of Exhibit 5.

**5. Disposal**

The presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Unpermitted Waste or petroleum to, in, on, at, or under any Vehicle, place, site, or facility where CONTRACTOR or any of Contractor's Related Parties transports, delivers, stores, processes, Recycles, Composts or Disposes of Solid Waste to the extent that Liabilities are caused indirectly or directly by any of the following:

**a. *CONTRACTOR Negligence or Misconduct***

The wrongful, willful, or negligent act, error or omission, or the misconduct of CONTRACTOR or any of Contractor's Related Parties;

**b. *Non-Customer Materials***

The Collection, delivery, handling, Recycling, Processing, Composting or Disposal by CONTRACTOR or any of Contractor's Related Parties of any materials or waste, including Unpermitted Waste, that are generated by Persons other than Customers and Occupants or Collected from Premises other than Premises;

**c. *Failure to Comply with Unpermitted Waste Screening Protocol***

The failure of CONTRACTOR or any of Contractor's Related Parties to undertake Unpermitted Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; or

**d. *CONTRACTOR-Identified Unpermitted Waste***

The improper or negligent Collection, handling, delivery, Processing, Recycling, Composting, or Disposal by CONTRACTOR or any of Contractor's Related Parties of Unpermitted Waste that CONTRACTOR or any of Contractor's Related Parties inadvertently Collects from Customers and Occupants and that CONTRACTOR or any of Contractor's Related Parties identifies as Unpermitted Waste before its delivery, Processing, Recycling, Composting, or Disposal whether:

- (1) In one or more occurrence;
- (2) Threatened or transpired;

- (3) CONTRACTOR or any of Contractor's Related Parties is negligent or otherwise culpable; or
- (4) Those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this item A5, "Liabilities" includes Liabilities arising from or attributable to any operations, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing Indemnification under this item A5 is intended to operate as a CONTRACT under 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and Indemnify COUNTY from liability in accordance with this Section.

The mere presence of household hazardous waste in the Solid Waste that is Collected by CONTRACTOR or any of Contractor's Related Parties under this CONTRACT will not constitute negligence and in and of itself create any liability on the part of CONTRACTOR or any of Contractor's Related Parties absent any of the circumstances described in items a through d in this item A5.

With respect to COUNTY's defense under this item A5, COUNTY reserves the right to retain co-counsel at its own cost and expense and CONTRACTOR shall direct CONTRACTOR's counsel to assist and cooperate with COUNTY'S co-counsel.

CONTRACTOR hereby releases and shall not seek contribution or compensation of any nature from COUNTY for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. CONTRACTOR shall not make any claims against or assert an interest in any account, fund, or reserve that COUNTY may establish or set aside from the proceeds of the Franchise Fee or otherwise or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve COUNTY is under no obligation to establish or maintain.

## **B. Insurance**

Without limiting its Indemnities, and in the performance of this CONTRACT and until all its Performance Obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain the following programs of insurance at its own expense. Performance Obligations under this Section are in addition to and separate from any other Performance Obligation in this CONTRACT. COUNTY reserves the right to review and adjust the insurance requirements in this Section if COUNTY determines that there have been changes in risk



exposures. COUNTY makes no warranty that the insurance coverage terms, types, and limits in this Part 4B is sufficient to protect CONTRACTOR for Liabilities that may arise from or in relation to this CONTRACT.

**1. Primary, Excess, Non-Contributory**

All CONTRACTOR's insurance carried under this Part 4B shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

**2. Cancellation Notices**

All insurance shall contain the express condition that COUNTY is to be given written Notice by mail at least 30 days in advance of cancellation, or at least ten days in advance of cancellation for nonpayment of premium, for all policies evidenced on the certificate of insurance.

**3. Noncompliance**

Neither COUNTY'S failure to obtain, nor COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any Performance Obligation under this Part 4B. If CONTRACTOR does not provide and maintain those programs of insurance, COUNTY may purchase required insurance coverage without further Notice to CONTRACTOR, and COUNTY may charge CONTRACTOR any premium costs advanced by COUNTY for that insurance and draw on the Performance Assurance provided by CONTRACTOR.

**4. Evidence of Insurance: COIs and copies of policies**

At least 30 days prior to the Execution Date and thereafter 30 days prior to each policy renewal and within two business days of any Director request, CONTRACTOR shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to Director at the address provided for Notices. Certificates or other evidence must:

**a. *Specifically identify this CONTRACT by name or number***

name the insured Party that matches the name of CONTRACTOR executing this CONTRACT; provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number, and financial rating.



**b. *Types and limits***

Clearly evidence all coverage, types, and limits required in this CONTRACT. Identify standard policy forms or their equivalent. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;

**c. *Cancellation Notice***

Contain the express condition that Director is to be given written Notice by mail at least 30 days in advance of cancellation (ten days for nonpayment of premium) for all policies evidenced on the certificate of insurance;

**d. *List additional endorsements***

- (1) Additional insured endorsements. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials, officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed Contract Services, and applicable with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether that liability is attributable to CONTRACTOR or COUNTY. The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this CONTRACT. CONTRACTOR may use an automatic additional insured endorsement if the endorsements meet the requirements of this Part 4B.
- (2) Waiver of Subrogation Endorsements. Include copies of subrogation endorsements necessary to effect CONTRACTOR's waiver of its and its insurer(s)' rights of recovery against COUNTY under all insurance under this Section 14B, to the fullest extent permitted by law.

**e. *Deductibles and SIRs***

Identify any deductibles or self-insured retention ("SIR") exceeding \$50,000 for Director's approval. CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR.

COUNTY retains the right to require CONTRACTOR to reduce any deductibles or self-insured retention as they apply to COUNTY or to

require CONTRACTOR to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of California; the letter of credit must be issued by a bank or other financial institution acceptable to Director.

If CONTRACTOR has not reached its SIR maximum, CONTRACTOR shall defend COUNTY in the same manner that insurers would have defended COUNTY under required insurance policies.

f. *Signature verification*

Include documentation acceptable to Director verifying that the individual signing or countersigning the certificates, and at Director's request, the policies, endorsements, or other evidence of coverage, is authorized to do so and identifies his or her company affiliation and title.

g. *Certified Copies of any Policy*

COUNTY's request, CONTRACTOR shall Promptly provide COUNTY with complete, certified copies of any policy of insurance that CONTRACTOR must secure and maintain under this CONTRACT.

h. *Claims Made/Retroactive Date*

The policy retroactive date, which can be identified on any insurance written on claims made basis, which must precede the Execution Date. CONTRACTOR shall maintain any claims made coverage for a period of not less than 3 years following expiration, termination, or cancellation of this CONTRACT.

i. *Insured-vs.-insured*

Clearly evidence that all liability policies provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations.

5. **Insurer Financial Rating**

CONTRACTOR shall secure insurance provided by an insurance company acceptable to COUNTY with a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

**6. Notification of Incidents, Claims, or Suits**

CONTRACTOR shall Promptly report the following in writing to Director:

- a.** Any accident or incident relating to the Contract Services involving injury or property damage that may result in the filing of an insurance claim, its legal claim, or lawsuit against CONTRACTOR, any Subcontractor, and/or COUNTY;
- b.** Any third-Party claim or lawsuit filed against CONTRACTOR arising from or related to Contract Services;
- c.** Any injury to a CONTRACTOR employee that occurs on COUNTY property, or,
- d.** Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money, or securities entrusted to CONTRACTOR.

CONTRACTOR shall submit its Report on a COUNTY "Nonemployee Injury Report" form available on COUNTY's website at <http://cao.co.la.ca.us/RMB/pdf/NonEmployeeInjuryReport.pdf>.

**7. Insurance Coverage Requirements.**

CONTRACTOR shall secure and maintain insurance coverage meeting the following requirements:

- a. *General Liability Insurance*** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Annual Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The general liability policy must provide contractual liability coverage for CONTRACTOR's Indemnification of COUNTY.

- b. *Pollution Liability Coverage*** for pollution conditions resulting from transported cargo, with annual limits of not less than \$2 million per occurrence and \$4 million aggregate, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by Federal, State, or local governments or third Parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Part 4B7b, "pollution conditions" includes the

dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for CONTRACTOR's Indemnification of COUNTY. CONTRACTOR's general liability policy may be endorsed to provide the required pollution liability coverage.

- c. **Automobile Liability Coverage** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent) with a limit of liability not less than \$2 million for each accident and endorsed to include pollution liability (written on form CA 99 48 or its equivalent). The insurance must cover all Vehicles used by CONTRACTOR pursuant to its operations and services and the terms of this CONTRACT. CONTRACTORS subject to Federal regulations also shall maintain any other coverage necessary to satisfy State or Federal financial responsibility requirements.
- d. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which CONTRACTOR is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

(1)	Each accident:	\$1 million
(2)	Disease - policy limit:	\$1 million
(3)	Disease - each employee:	\$1 million

## 8. **Insurance Coverage Requirements for Subcontractors**

CONTRACTOR shall ensure that all Subcontractors performing Contract Services under this CONTRACT secure and maintain the insurance coverage required in Part 4B1 through B7 by providing evidence that either:

- o CONTRACTOR is maintaining the required insurance covering the activities of Subcontractors, or
- o Subcontractors are maintaining the required insurance coverage.

CONTRACTOR shall provide COUNTY with any Subcontractor request to modify that insurance coverage and get COUNTY approval prior to modification.

**C. Compensation for COUNTY Costs**

If CONTRACTOR fails to comply with any Performance Obligations, including Indemnification, insurance, and performance assurance and that failure results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all County's Reimbursement Costs.

**D. Alternative Risk Financing Programs**

COUNTY reserves the right to review and then approve CONTRACTOR's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy Performance Obligations under this Part 4B. COUNTY and Persons named as additional insureds under Part 4B4d shall be designated as an Additional Covered Party under any approved program.

**PART 5 - Part no longer used**

**PART 6 - DEBARMENT BREACHES AND DEFAULTS; SUSPENSION; TERMINATION**

**A. Notice of Breach; CONTRACTOR Cure**

If Director determines that CONTRACTOR is in Breach, Director may give Notice to CONTRACTOR identifying and describing the Breach.

CONTRACTOR shall remedy the Breach within 30 days from the receipt of Notice unless Director determines that the public health and safety require a shorter period. CONTRACTOR shall remedy a Breach or with respect to the Child Support Compliance Program described in Part 11B of Exhibit 5, 90 days after Notice by the COUNTY's Child Support Services Department. Director will hold a conference with CONTRACTOR within 30 days of CONTRACTOR request. CONTRACTOR may request additional time to correct the Breach, but Director may accept or reject that request at its sole discretion.

**B. Contractor Default. The following constitute Contractor Defaults**

**1. Fraud, Misrepresentation, or Breach of Warranties**

CONTRACTOR committed any fraud or deceit or made any intentional misrepresentations in the procurement of this CONTRACT; commits, or attempts to commit, any fraud or deceit upon COUNTY after the Award Date of this CONTRACT; makes any material misrepresentations or breaches any warranties in this CONTRACT (including Attachment 5-9H); or includes any materially false or misleading statement, representation, or warranty in any Record or Report.

**2. Insolvency or Bankruptcy**

CONTRACTOR becomes insolvent or files a voluntary petition to declare bankruptcy; a receiver or trust is appointed for CONTRACTOR; or CONTRACTOR executes an assignment for the benefit of creditors. CONTRACTOR is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether CONTRACTOR has committed an act of bankruptcy and whether CONTRACTOR is insolvent within the meaning of the Federal bankruptcy law or not.

**3. Failure to Provide Insurance, Bonds**

CONTRACTOR does not provide or maintain in full force and effect all insurance and other assurances of its Performance Obligations, including as required under Part 4 of Exhibit 5 and Section 15, or provide evidence of insurance coverage acceptable to Director.

**4. Material or Repeated Violation of Applicable Law**

**a. *Any material Violation of Applicable Law***

That is not cured to the satisfaction of Director or applicable Regulatory Agency within 30 days of the Notice, assessment, or determination of that Violation of Applicable Law; or

**b. *Any repeated Violation of Applicable Law***

If CONTRACTOR is entitled to and does contest a Notice, assessment, or determination of Violation of Applicable Law by proceedings conducted in good faith, no Contractor Default will be deemed to have occurred until a final decision adverse to CONTRACTOR is entered.

**5. Failure to Collect for Seven Days**

Unless due to Uncontrollable Circumstances or otherwise approved by Director, CONTRACTOR fails to Collect from all Occupants with respect to Task 1 or to provide Task 2 Services for seven consecutive calendar days.

**6. Failure to Collect for More Than Seven Days**

With respect to Task 1 or Task 2 Services, if due to Uncontrollable Circumstances, CONTRACTOR fails to Collect from all Occupants or provide Task 2 Services for a period of more than seven consecutive calendar days.

**7. Payments to COUNTY**

CONTRACTOR does not timely and fully make any required payment to COUNTY required under this CONTRACT (including payments such as damages or County's Reimbursement Costs):

**a. *More than twice in any Calendar Year;***

**b. *Within 60 days of Notice by Director that payment is due; or***

**c. *With respect to payment of a shortfall in the Franchise Fees, within 60 days of Notice in accordance with Section 9C.***

**8. Specified Contractor Defaults**

CONTRACTOR Breaches any of the following Sections:

- a. ***Part 11B of Exhibit 5 Child Support Compliance Program***  
(if not cured within 90 days of Notice given as described in Part 6 of Exhibit 5);
- b. ***Part 12C1 of Exhibit 5 Compliance with ILO Convention Concerning Minimum Age for Employment;***
- c. ***Part 12D of Exhibit 5 Nondiscrimination;***
- d. ***Part 12F of Exhibit 5 County Lobbyist Ordinance; or***
- e. ***Part 6F of Exhibit 5 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Defaulted Property Tax Reduction Program.***

**9. Uncured or Repeated Breach**

CONTRACTOR does not timely cure any other Breach in accordance with item A or CONTRACTOR Breaches any of its Performance Obligations repeatedly or habitually, as determined by Director at their sole discretion, if a specific instance of failure or refusal has been previously cured. However, this Contractor Default will be excused for a period of seven days beginning on the first occurrence of that Contractor Default in the event of Uncontrollable Circumstances, if the event materially affects CONTRACTOR's ability to provide Contract Services. Nevertheless, if Uncontrollable Circumstances interrupt Collection, Customers and Occupants may take actions and COUNTY may exercise any of its rights under Section 11. This Contractor Default will not be excused if it continues for a period of more than seven days beginning on the first occurrence of this Contractor Default.

**10. Improper Consideration**

COUNTY finds that consideration, in any form, was offered or given by CONTRACTOR either directly or through an intermediary to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR's performance under this CONTRACT where that consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

**11. Default Under Guaranty**

A default exists under the guaranty, if any, provided in the most recent annual public financial Reports and other periodic public financial Reports of CONTRACTOR and, at Director's request, each of its Affiliates and other



entities, if any, performing Contract Services or providing Goods or Services; provided however, that if CONTRACTOR did not submit its own financial Reports before the Execution Date of this CONTRACT, it must provide a guaranty in the form provided by Director, by a guarantor satisfactory to Director, which guarantor must provide its own audited financial Reports;

## C. Notice of Contractor Default

### 1. Effective Immediately

COUNTY may terminate this CONTRACT effective immediately after Notice by Director to CONTRACTOR of any of the following Contractor Defaults:

- a. *Any Contractor Default, if COUNTY determines that protection of public health and safety requires immediate suspension or termination;*
- b. *A Contractor Default in Part 6B3 of Exhibit 5 (failure to provide insurance, bonds);*
- c. *A Contractor Default described in Part 6B4 of Exhibit 5 (material or repeated Violation of Applicable Law, including County Lobbyist Ordinance);*
- d. *A Contractor Default described in Part 6B10 of Exhibit 5 (improper consideration).*

### 2. Effective 30 days

COUNTY may terminate this CONTRACT effective 30 days after Notice by Director to CONTRACTOR of any Contractor Default other than Contractor Defaults listed in this Part 6C1 of Exhibit 5 or termination events listed in Part 6D of Exhibit 5.

### 3. Effective 15 days

COUNTY may terminate this CONTRACT effective 15 days after Notice by Director to CONTRACTOR of COUNTY's right to terminate this CONTRACT in the event of Criminal Activity in accordance with Part 9K of Exhibit 5 and Part 6D2c of Exhibit 5.

### 4. Effective Ten days

COUNTY may terminate this CONTRACT effective ten days after Notice given by Director for failure to comply with County Defaulted Property Tax Reduction Program in accordance Part 6F of Exhibit 5.

## **D. Suspension or Termination of CONTRACT**

### **1. Suspension**

Together with any other rights COUNTY may have under this CONTRACT, Director may suspend this CONTRACT, in whole or in part, for a period of 45 days effective immediately upon Notice to CONTRACTOR in any of the following events:

#### **a. *A Contractor Default***

#### **b. *COUNTY Right***

COUNTY exercise of its right to suspend this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR; or

#### **c. *Other***

Any other Contractor Default in Exhibits 3A1 or 3A2.

During that 45-day period CONTRACTOR shall have the opportunity to demonstrate to Director that CONTRACTOR can once again fully perform Contract Services in accordance with this CONTRACT. If CONTRACTOR so demonstrates, COUNTY's right to suspend this CONTRACT will cease and CONTRACTOR may resume providing services. If CONTRACTOR does not so demonstrate, COUNTY may continue the suspension and terminate this CONTRACT and exercise any other rights and remedies under this CONTRACT.

### **2. Termination**

#### **a. *Contractor Default***

COUNTY may terminate this CONTRACT, in whole or in part, upon the occurrence of a Contractor Default and Notice to CONTRACTOR at the times provided in Part 6D3 of Exhibit 5.

#### **b. *Failure to Agree on Service Fee Adjustments***

Notwithstanding the foregoing, COUNTY may terminate this CONTRACT on 6 months' Notice if in the judgment of Director, COUNTY and CONTRACTOR are unable to reach satisfactory CONTRACT to adjust Service Fees in accordance with items B, C, D, and E of Exhibit 7 for a Change in Law or changes in Service Specifications or Service Standards after good faith negotiations during a period of at least 30 days.

**c. Criminal Activity**

COUNTY may terminate this CONTRACT upon Notice required in Part 6C of Exhibit 5 if COUNTY exercises its right to terminate this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR.

**d. Annexation/Dissolution of Service Area**

It is understood that in the event of annexation or the dissolution of all or a portion of the Service Area, this CONTRACT and all obligations of either of the Parties thereto shall end and CONTRACTOR and the COUNTY shall amend this CONTRACT to delete the annexed area from the definition of "Service Area". Such annexation/dissolution may result from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, from municipal annexation or incorporation, or any other reason.

Upon request of Director, CONTRACTOR shall use Reasonable Business Efforts to cooperate with a local agency with respect to providing Customers Services and County Services or MSW Management Services, in the event the Service Area is annexed by that local agency in accordance with applicable laws.

COUNTY will provide information regarding any known annexations or incorporations at the proposer's conference; however, CONTRACTOR is responsible for investigating the Service Area and determining which areas are prone to annexation or incorporation. For example, the City of Santa Clarita has annexed portions of the unincorporated communities of the County of Los Angeles and it is reasonable to expect additional annexations during the Term of this CONTRACT.

**3. Suspension/Termination for Nonappropriation of Funds**

Notwithstanding any other provision of this CONTRACT, COUNTY shall not be obligated for CONTRACTOR's performance hereunder, with respect to County Services under this Exhibit during any of COUNTY's future Fiscal Years unless and until the Board appropriates funds for this CONTRACT in COUNTY's budget for each such future Fiscal Year. If funds are not appropriated for this CONTRACT, then this CONTRACT may be suspended or terminated as of June 30 of the last Fiscal Year for which funds were

appropriated. Director will notify CONTRACTOR in writing of any such nonallocation of funds as soon as possible.

**4. Suspension/Termination for Convenience**

**a. *COUNTY's Best Interest***

This CONTRACT may be suspended or terminated, in whole or in part, from time to time, when COUNTY deems such action, at its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be affected by Notice of suspension or termination to CONTRACTOR specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the Notice is sent.

**b. *Stop Suspended/Terminated Work; Complete Non-Suspended/Terminated***

After receipt of a Notice of suspension or termination and except as otherwise directed by Director, CONTRACTOR shall:

- (1) Stop work under this CONTRACT on the date and to the extent specified in such Notice; and
- (2) Complete performance of such part of the work as shall not have been suspended or terminated by such Notice.

**c. *Records Retention***

All material including books, Records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this CONTRACT shall be maintained by CONTRACTOR in accordance with Section 9A and Part 3G of Exhibit 5.

**d. *Completion of Work***

If this CONTRACT is suspended or terminated, CONTRACTOR shall complete within Director's suspension or termination date contained within the Notice of suspension or termination, those items of work which are in various stages of completion, which Director has advised CONTRACTOR are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by CONTRACTOR under this CONTRACT shall be delivered to Director upon request and shall become the property of COUNTY.

**e. Suspension or Termination in Part**

COUNTY may suspend or terminate part of this CONTRACT. An example of suspension or termination in part is suspending Task 1 Service but not Task 2 Service.

**E. CONTRACTOR Responsibility and Debarment**

**1. Child Support Compliance Program**

COUNTY may debar CONTRACTOR from doing business with COUNTY if COUNTY determines after giving Notice and conducting a hearing in accordance with Chapter 2.202 of County Code, which shall apply to this CONTRACT, that CONTRACTOR (or any of its Subcontractors) is not responsible within the meaning of Chapter 2.202 and in accordance with COUNTY's policy to do business with responsible contractors; CONTRACTOR's failure to comply with the Child Support Compliance Program, as provided in Part 11B of Exhibit 5, may be cause for debarment in accordance with Section 2.200.020 of County Code.

**2. County Defaulted Property Tax Reduction Program**

COUNTY may debar CONTRACTOR from doing business with COUNTY as provided in item F2 of this Exhibit.

**F. Termination For Breach Of Warranty To Maintain Compliance With County Defaulted Property Tax Reduction Program**

**1. Contractor Default**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part 11C of Exhibit 5 shall constitute a Contractor Default under Part 6B of Exhibit 5.

**2. Termination/Debarment**

Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure that Contractor Default within ten days of Notice shall be grounds upon which COUNTY may terminate this CONTRACT under Part 6D2a of Exhibit 5 and/or pursue debarment of CONTRACTOR pursuant to County Code Chapter 2.206 and Part 6E2 of Exhibit 5.

**PART 7 - Part no longer used**

**PART 8 - TRANSFER OF CONTRACT**

**A. COUNTY Consent**

CONTRACTOR may not transfer this CONTRACT, any Franchise granted under it, or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without COUNTY's prior written consent given at COUNTY's sole discretion. Any transfer or attempted transfer of this CONTRACT, the franchise granted under it or any rights and duties under it, made without COUNTY'S consent, at COUNTY's option, will be invalid. COUNTY's consent must be a written amendment to this CONTRACT that is formally approved by the Board of Supervisors and executed by (1) CONTRACTOR and (2) the Board, or if delegated by the Board, Director. Any transfer, with or without consideration for any reason whatsoever without COUNTY's (or Director's, if applicable) express prior written approval, shall be a Breach of this CONTRACT, which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR. COUNTY may condition consent on payment of amounts specified in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3 in consideration for the value of good will and intangibles that accrued to COUNTY and Customers and Occupants in the award of this CONTRACT to CONTRACTOR.

**"Transfer"** means an action (or inaction) that has any of the following direct (or indirect) effects:

**1. Control or Ownership of CONTRACTOR**

Changing any or all of the following:

- The effective control of CONTRACTOR, or
- Ownership interest of CONTRACTOR (including buyout, merger, acquisition, consolidation, reorganization, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation (except to Immediate Family or a trust created primarily to benefit members of the Immediate Family) unless CONTRACTOR proves to satisfaction of COUNTY less than 25 percent of ownership interest has changed;

**2. Control or Ownership of Contract Service Assets**

Changing either or both of the following:

- The effective control.

- The ownership (actual or constructive) of Contract Service Assets (except for sales or transfers to the Immediate Family or a trust created primarily to benefit the Immediate Family) unless CONTRACTOR proves to satisfaction COUNTY that less than 20 percent of the value of Service Assets has changed ownership.

### 3. Someone Other Than CONTRACTOR Performing Contract Services

Resulting in someone other than CONTRACTOR performing contract services or assuming the obligation to provide Contract Services (including substitution of someone else by a surety company providing a performance bond, franchise assignment, transfer, conveyance, sublease, or licensing).

For purposes of this definition, an action (or inaction) includes assignment by operation of law, such as insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution levied against this Agreement, appointment of a receiver taking possession of any of CONTRACTOR's tangible or intangible property, or transfer occurring in a probate or other estate proceeding.

**“Immediate Family” means** parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in CONTRACTOR as of the Execution Date.

**“ownership”** means the state or fact of being the direct (or indirect), actual (or constructive) owner of property, including a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation(s).

## B. **CONTRACTOR Demonstration**

Without obligating Director to give consent, CONTRACTOR shall demonstrate to Director's satisfaction that the proposed transferee has the operational and financial ability to satisfy CONTRACTOR's Performance Obligations.

## C. **Payment of COUNTY's Transfer Costs**

### 1. Transfer Deposit

CONTRACTOR must make any request for Director's consent to a transfer in the manner prescribed by Director. Director may condition consent to any transfer, other than a transfer to an Affiliate, on CONTRACTOR's payment to COUNTY of \$5.00 per Customer. CONTRACTOR shall pay COUNTY a transfer Deposit before Director's consideration of CONTRACTOR's request. COUNTY will return to CONTRACTOR any amounts paid more than the transfer Costs incurred.

#### Additional Transfer Costs

While COUNTY's Processing CONTRACTOR's request for transfer, CONTRACTOR shall further pay COUNTY its additional transfer Costs more than the transfer Deposit within 30 days of Director's request therefore, if Director approves the transfer. At CONTRACTOR's request, COUNTY will provide CONTRACTOR access to all Records evidencing the transfer Costs incurred.

#### **D. County's Reimbursement Costs of Enforcement**

In addition, CONTRACTOR shall pay County's Reimbursement Costs for fees and investigation costs as COUNTY may deem necessary to enjoin the transfer or to otherwise enforce this provision within 30 days of COUNTY's request therefore.

Any payment by COUNTY to any approved delegate or transferee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.



## **PART 9 - GENERAL PROVISIONS**

### **A. Exercise of Options**

Parties will exercise any approval, disapproval, consent, judgment, option, discretion, election, opinion, or choice under this CONTRACT, make a requirement under this CONTRACT or interpret this CONTRACT ("Discretionary Action") reasonably. Any mediator, arbitrator, or court must find the Party's exercise to be reasonable. Recognizing the essential public health and safety protections this CONTRACT serves, where this CONTRACT specifically provides that the exercise of any Discretionary Action is in either Party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party will not question or challenge the first Party's exercise thereof. Parties will nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.

### **B. Independent Status**

CONTRACTOR is an independent entity and not an officer, agent, servant, or employee of COUNTY. This CONTRACT is between COUNTY and CONTRACTOR and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and CONTRACTOR, including for purposes of workers' compensation. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, and any Subcontractors. Nothing in this CONTRACT will be construed as creating an arrangement for handling Unpermitted Waste. CONTRACTOR bears the sole responsibility and liability for furnishing workers' compensation and all other benefits required by law to any individual for injuries arising from or connected with Contract Services performed on behalf of CONTRACTOR under this CONTRACT.

### **C. Damage to Property and Personal Injury**

CONTRACTOR shall not cause damage to property or personal injury. At its sole expense, CONTRACTOR shall repair or replace in an attempt to satisfy the owner of damaged property, any physical damage to public or private property and shall reimburse in an attempt to satisfy the injured individual, the cost of any personal injury caused by the negligent or willful acts or omissions of CONTRACTOR. COUNTY may refer all complaints of damage or injury to CONTRACTOR as a matter within CONTRACTOR's sole responsibility. Notwithstanding any Rights COUNTY has for breach of CONTRACT, disputes between CONTRACTOR and Persons as to damage to private pavement or other property or to injury are civil matters between CONTRACTOR and that Person, and the Person may institute suits with respect thereto as allowed by law.

## **D. Venue**

In the event of litigation between the Parties, venue in State of California trial courts will lie exclusively in COUNTY. In the event of litigation in a United States District Court, exclusive venue will lie in the Central District of California.

## **E. Changes and Amendments**

### **1. Changes following Notice**

The following changes in this CONTRACT after the Execution Date will be effective after Notice from Director to CONTRACTOR (or with respect to certain changes referenced in item b, from CONTRACTOR to Director, in accordance with Section 172a) as consented to by CONTRACTOR:

- a. Changes in the scope of Contract Services and Service Specifications and minimum Service Standards that do not result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee*
- b. Changes to Exhibit 17 Contractor Documentation*
- c. Changes to Attachment 5-9G Authorized Representative of Director*
- d. Immaterial changes to immaterial Performance Obligations*

### **2. Written Amendments**

The following changes in this CONTRACT after the Execution Date will be effective only upon execution of a written amendment to this CONTRACT, including warranties by the Parties in accordance with Section 14B:

- a. Changes in the scope of Contract Services and Service Standards that result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee; and*
- b. Material changes to material Performance Obligations (such as the period of performance, payments, or any material Term or condition included in this CONTRACT).*

## **F. Notices**

All Notices required or permitted to be given under this CONTRACT must be in writing with proof of delivery and acknowledgment by recipient. All Notices to COUNTY must be addressed to Director as provided in Attachment 5-9G, on CONTRACTOR letterhead, and signed by authorized representative. All Notices

to CONTRACTOR must be addressed to the authorized representative of CONTRACTOR named in Contractor Documentation in Exhibit 17 (who will be CONTRACTOR's primary contact under this CONTRACT).

COUNTY Notice to CONTRACTOR is deemed effective on the date delivered with evidence of receipt or three days after the date of mailing, as evidenced in proof of mailing and post-marked date on envelope.

Notices of suspension or termination of this CONTRACT may be personally delivered to any individual whose actual knowledge of suspension or termination would be sufficient Notice to CONTRACTOR, including:

1. An individual, if CONTRACTOR is a sole proprietor;
2. Copartner, if CONTRACTOR is a partnership; or
3. The president, vice president, secretary, or general manager, if CONTRACTOR is a corporation.

**G. Authorized Representative of Director**

COUNTY authorizes Director to make requests or requirements of CONTRACTOR or give approvals under this CONTRACT, excluding consents to transfer or written amendments of this CONTRACT. The authorized representative of Director named in Attachment 5-9G is CONTRACTOR's primary contact under this CONTRACT and can be contacted as provided in Attachment 5-9G. CONTRACTOR shall give that authorized representative a copy of all Notices in accordance with Part 9F of Exhibit 5. From time to time, Director may change Attachment 5-9G by Notice to CONTRACTOR.

**H. Authority and Representations; COUNTY Disclaimer**

**1. COUNTY**

COUNTY represents and disclaims as follows:

**a. *Status***

COUNTY is a political subdivision of the State of California.

**b. *Authority and Authorization***

COUNTY has full legal right, power, and authority to execute and deliver this CONTRACT and perform its obligations under this CONTRACT. This CONTRACT has been duly executed and delivered by COUNTY and constitutes a legal, valid, and binding

obligation of COUNTY enforceable against COUNTY in accordance with its terms.

**c. No Warranty Regarding Waste Characterization**

COUNTY makes no representations or warranties with respect to the waste characterization within COUNTY, any waste Disposal characterization study, or projections by material type with respect to waste in COUNTY. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness for any purpose of Solid Waste or any portion thereof.

**2. CONTRACTOR**

CONTRACTOR represents and warrants as provided in Attachment 5-9H.

**I. Limitation on Terms and Conditions**

With respect to Task 1 only, CONTRACTOR shall limit the terms of terms and conditions to no longer than the remaining period of the Term. CONTRACTOR may not include in the terms of terms and conditions any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action (such as written Notice within a specified time before the stated expiration of the terms and conditions) to terminate the terms and conditions.

**J. 21-Day Notice by Customer**

CONTRACTOR shall give each Customer the option to terminate its terms and conditions without cause on 21-days' Notice. CONTRACTOR shall refund any advanced payment for service after termination.

**K. Criminal Activity**

**1. Notice**

CONTRACTOR shall immediately give Notice to Director on the occurrence of any convictions of a Criminal Activity or any pleas of "guilty," "nolo contendere," or "no contest" to a Criminal Activity with respect to CONTRACTOR or any of its Contractor Managers (except for Contractor Managers in a Position of Influence). CONTRACTOR shall use Reasonable Business Efforts to immediately give Notice to Director on the occurrence of any convictions or any pleas with respect to CONTRACTOR or any of its Contractor Managers in a Position of Influence, and any of its CONTRACTOR employees who come in direct contact with the residents.

## **2. CONTRACTOR Cure**

Upon the occurrence of any conviction or any plea described in Part 9K1 of Exhibit 5, CONTRACTOR immediately shall do or cause to be done both of the following:

### ***a. Terminate***

Terminate from employment or remove from office any offending Contractor Manager who is an individual, or with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity; and

### ***b. Eliminate***

Eliminate the participation in management of CONTRACTOR by that Contractor Manager who is an individual or, with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity from any Position of Influence.

## **3. COUNTY Remedies**

COUNTY may suspend or terminate this CONTRACT or may impose other sanctions (which may include financial sanctions or any other condition deemed appropriate short of suspension or termination), as it deems proper, in either or both the following events:

- a. CONTRACTOR or any Affiliate fails to effectuate the cure described in Part 9K2 of Exhibit 5; or***
- b. The Criminal Activity is related to this CONTRACT or occurring in COUNTY.***

## **4. Limitations on Contractor Manager**

No Contractor Manager may have previously been convicted of a Criminal Activity or any plea of "guilty," "nolo contendere," or "no contest" to a Criminal Activity.

## **5. Contractor Documentation**

CONTRACTOR shall list all Contractor Managers in Contractor Documentation in Exhibit 17.

## **L. Delay of Performance Obligations**

Immediately upon learning that any actual or potential circumstance is delaying or threatening to delay the timely satisfaction of a Performance Obligation,

CONTRACTOR shall give Director a Notice of the delay, including all relevant information, such as identifying the Performance Obligation, circumstance, and duration of the delay, and whether or not CONTRACTOR believes that the delay is due to Uncontrollable Circumstances. CONTRACTOR shall propose a solution for Director approval.

**M. Subcontractors**

CONTRACTOR shall not engage any Subcontractor in an amount exceeding \$50,000 for any individual Subcontractor without prior Director approval of the Subcontract and Subcontractor. CONTRACTOR is responsible for directing the work of CONTRACTOR's Subcontractors and any compensation due or payable to CONTRACTOR's Subcontractors is the sole responsibility of CONTRACTOR. CONTRACTOR shall remove any approved Subcontractor for good cause at Director's request. CONTRACTOR shall identify all Subcontractors in Contractor Documentation in Exhibit 17. In its Annual Report, CONTRACTOR shall disclose to Director the name of all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor (including ownership interests).

## **PART 10 - DEFINITIONS AND INTERPRETATION OF CONTRACT**

### **A. Definitions**

Defined words in this CONTRACT have the meanings given in Attachment 5-10A.

### **B. Interpretation and Construction**

#### **1. Gender and Plurality**

Words of the masculine gender include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa unless the context demands otherwise. (For example, reference to a defined "Solid Waste Facility" may include reference to more than one facility identified by CONTRACTOR in Contractor Documentation in Exhibit 17.)

#### **2. Headings; Font**

Any captions or headings following the Exhibit, Attachment, Section, subsection, paragraph, and other attachments and subdivisions of this CONTRACT that precede the operative text of this CONTRACT are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this CONTRACT. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this CONTRACT.

#### **3. References to Parts**

References to Sections refer to Sections of this CONTRACT, unless specified otherwise. References to Exhibits and Attachments refer to Exhibits and Attachments attached to this CONTRACT. Reference to "subsections" refers to the subsections contained in the same Section in which the reference occurs, unless otherwise referenced.

#### **4. Examples**

Examples are for purpose of illustration only. If any example is ambiguous, inconsistent, or conflicts with the text that it illustrates, the text governs.

#### **5. Specifics No Limitation on Generalities**

The mention of any specific duty or liability imposed on CONTRACTOR may not be construed as a limitation or restriction of any general liability or duty imposed on CONTRACTOR by this CONTRACT or Applicable Law.

## **6. Exhibits**

The exhibits to this CONTRACT, including their attachments, are part of this CONTRACT to the same extent and effect as if included in the text of Sections 1 through 16.

## **7. Inconsistencies and Conflicts**

- a.** If any provision of Exhibits 3A1, 3A2, or 3A3 is inconsistent or conflicts with Sections 1 through 16 or Exhibit 5 of this CONTRACT or any other Exhibits or Attachments to this CONTRACT, then the provisions of Exhibits 3A1, 3A2, and 3A3 will govern, and
- b.** If any provision of Sections 1 through 16 or Exhibit 5 of this CONTRACT is inconsistent or conflicts with any Exhibit (other than Exhibits 3A1, 3A2, or 3A3), including Contractor Documentation, then the provision of Sections 1 through 14 or Exhibit 5 of this CONTRACT will govern unless Director determines that it is contrary to the interest of the Parties.

## **C. Integration**

This CONTRACT contains the entire CONTRACT between the Parties with respect to the rights and responsibilities of the Parties under this CONTRACT. This CONTRACT completely and fully supersedes all prior oral and written understandings and contracts between the Parties with respect to those rights and responsibilities.

## **D. Governing Law**

This CONTRACT is governed by, and construed and enforced in accordance with the law of the State of California, without giving effect to the State's principles of conflicts of laws.

## **E. Severability**

If any clause, sentence, provision, subsection, or Section of this CONTRACT or Exhibit to this CONTRACT (an "Contract Provision") is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent jurisdiction, then the Parties will take the following actions:

- 1.** Promptly meet and negotiate a substitute for the CONTRACT Provision and any related amendments, deletions, or additions to other provisions of this CONTRACT, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and



2. If necessary or desirable to accomplish preceding item 1, apply to the court that declared the invalidity for a judicial construction of the substituted CONTRACT Provision and any amendments, deletions, or additions to this CONTRACT. Within ten days of Director's request, CONTRACTOR shall pay COUNTY an amount equivalent to 100 percent of the Direct Costs of the application.

The illegality, invalidity, nonbinding nature, or unenforceability of any CONTRACT Provision will not affect any of the remaining provisions of this CONTRACT, and this CONTRACT will be construed and enforced as if the CONTRACT Provision did not exist.

#### **F. Interpretation**

This CONTRACT will be interpreted and construed neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. CONTRACTOR acknowledges that it determined to provide Contract Services in the Service Area and to execute this CONTRACT upon CONTRACTOR's own choice and initiative. Each Party represents and warrants that it and its counsel have reviewed this CONTRACT, and the Parties agree that no provision in this CONTRACT will be construed against the drafting Party.

## **PART 11 - COMPLIANCE WITH LAWS AND REGULATIONS**

### **A. Applicable Law**

#### **1. Compliance**

CONTRACTOR shall secure and maintain all Permits, licenses, registration, agreements, and comply with all Applicable Laws, including (as required by 13 CCR 2021.1) all applicable air pollution control laws such as Diesel Particulate Matter Control Measure of on-road, heavy-duty, and the Property Tax Reduction Ordinance. No obligation in this CONTRACT may be construed to relieve CONTRACTOR of any obligations imposed by Applicable Law.

CONTRACTOR shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/Permits from the appropriate Federal, State, or local authorities for work to be accomplished under this CONTRACT, including, but not limited to, a valid Waste Collector Permit issued by COUNTY Department of Public Health, Green Waste Quarantine Zone compliance agreement from California Department of Food and Agriculture, waste and used tire hauler registration from CalRecycle, and hazardous waste transportation Permit from CalRecycle.

CONTRACTOR shall secure and maintain valid waste and used tire hauler registration therefore in accordance with California Public Resources Code Section 42950 et seq. and any Permit required by Applicable Law for handling E-waste. CONTRACTOR shall transport tires to and Dispose of them at a facility authorized and permitted in accordance with Applicable Law to accept tires. CONTRACTOR shall comply with all applicable regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82.

#### **2. Referenced Provisions**

References in this CONTRACT to provisions or requirements of Applicable Law may not be construed to limit CONTRACTOR's obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate CONTRACTOR's satisfaction of its Performance Obligations and COUNTY's administration and specific enforcement of this CONTRACT and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this CONTRACT. If any provision of this CONTRACT is more stringent than Applicable Law, CONTRACTOR shall comply with that provision.

**3. Fines and Penalties**

CONTRACTOR is solely liable for all fines and penalties that may be imposed on CONTRACTOR or may be due to CONTRACTOR's actions, including fines and penalties that are the result of CONTRACTOR's Violation of Applicable Law (including Permits). CONTRACTOR shall not seek reimbursement from COUNTY, Customers, or Occupants for any fines or penalties.

**4. Contractual Obligations**

Provisions of Applicable Law are incorporated in this CONTRACT by reference as if set forth fully in this CONTRACT as contractual obligations of CONTRACTOR to COUNTY.

**a. *Breaches***

In addition to or in lieu of prosecuting violations of those provisions as misdemeanors, infractions, or otherwise in the manner provided under Applicable Law, COUNTY may enforce those provisions in the same manner as it may enforce CONTRACTOR's other contractual obligations under this CONTRACT, including specific performance and as Breaches subject to cure in accordance with Part 6A of Exhibit 5. However, COUNTY has no obligation to enforce any Applicable Law.

**b. *Violation***

Violation of Applicable Law is a Contractor Default subject to contest as provided in Part 6B4 of Exhibit 5.

**5. COUNTY's Protection of Public Safety, Health, and Welfare**

CONTRACTOR acknowledges that COUNTY is authorized to make all necessary and reasonable rules and regulations regarding all aspects of MSW Management Services to protect the public's health, safety, and welfare.

No provision in this CONTRACT is deemed to limit the power of COUNTY to regulate CONTRACTOR or to take any action as COUNTY deems appropriate or necessary in Director's sole and absolute discretion, under COUNTY's police power, including to protect the public's health, safety, and welfare.

**6. Compliance with Applicable Law of COUNTY**

CONTRACTOR shall comply with Applicable Law of COUNTY subject to possible adjustments in the Service Fees in the event of Changes in Law in accordance with items B, C, D, and E of Exhibit 7.

**B. COUNTY Child Support Compliance Program**

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200), CONTRACTOR shall fully comply with employment and wage reporting requirements under the Federal Social Security Act (42 U.S.C. Section 653(a) and California Unemployment Insurance Code Section 1088.5. CONTRACTOR shall implement lawfully served wage and earnings withholding orders or COUNTY Child Support Services Department Notices of wage earnings assignment for child, family, or spousal support issued in accordance with California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

**C. County Defaulted Property Tax Reduction Program**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies to the best of its knowledge under Attachment 5-9H, that as of the Execution Date it complies with County Code Chapter 2.206. Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR shall comply with County Code Chapter 2.206.

## **PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS**

### **A. Labor Code**

CONTRACTOR and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other Applicable Laws related to labor. By and through its execution of this CONTRACT, CONTRACTOR represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this CONTRACT and agrees to fully comply with those provisions.

#### **1. Consideration of GAIN/GROW Participants for Employment**

Should CONTRACTOR require additional or replacement personnel after the Execution Date, CONTRACTOR shall give consideration for any of those employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. For this purpose, "consideration" means that CONTRACTOR shall interview qualified candidates. If both laid-off COUNTY employees and GAIN and GROW participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees first priority.

### **B. Notices to Employees**

#### **1. Regarding the Federal Earned Income Credit**

CONTRACTOR shall notify its employees, and shall require each Subcontractor performing Contract Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. The Notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 that CONTRACTOR has attached as Contractor Documentation.

#### **2. Regarding Safely Surrendered Baby Law**

CONTRACTOR acknowledges that COUNTY places a high-priority on the implementation of the Safely Surrendered Baby Law (SB 1368).

##### **a. *Fact Sheet***

CONTRACTOR shall notify and provide to its employees and shall require each Subcontractor performing Contract Services to notify

and provide to Subcontractors' employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. CONTRACTOR shall print and make available in every facility where its employees are present, including Offices and operation yards, the fact sheet that is available at [www.babysafela.org](http://www.babysafela.org).

**b. Poster**

CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR shall also encourage its Subcontractors to post this poster in a prominent position in the Subcontractors' place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

**3. Regarding Child Support**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR further acknowledges that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

**4. Time Off for Voting**

CONTRACTOR shall notify its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every CONTRACTOR and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a Notice setting forth the provisions of Section 14000.

**C. Prohibition Against Use of Child Labor**

**1. Compliance with International Labor Organization Convention Concerning Minimum Age for Employment**

CONTRACTOR shall not knowingly sell or supply to COUNTY or Customers and Occupants any products, goods, supplies, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment (the "Convention Concerning Minimum Age

for Employment"). If CONTRACTOR discovers that any products, goods, supplies, or other personal property sold or supplied by CONTRACTOR to COUNTY or any Customer are produced in violation of that Convention, CONTRACTOR shall immediately provide an alternative source of supply that complies with that Convention.

**2. Provide COUNTY with Records**

At COUNTY's request, CONTRACTOR shall provide documentation satisfactory to COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY or any Customer or Occupant relating to Contract Services.

**3. Provide COUNTY with Manufacturers' Certification**

At COUNTY's request, CONTRACTOR shall provide to COUNTY the manufacturer's certification of compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

**D. Nondiscrimination**

**1. Employees**

CONTRACTOR and its Affiliates shall employ qualified applicants and treat employees equally without regard to or because of race, color, national origin, ancestry, religion sex, age, physical or mental disability, marital status, or political affiliation and in compliance with all State of California and Federal antidiscrimination laws, including in employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, Service Fees of pay, other forms of compensation, and selection of training (including apprenticeship).

**2. Subcontractors, Proposers, and Vendors**

CONTRACTOR shall deal with its Subcontractors, proposers, and vendors without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation.

**3. Certification**

CONTRACTOR shall comply with the provisions of CONTRACTOR's EEO Certification (Form PW-7), attached as Contractor Documentation.

**4. Inspection of Records**

At COUNTY's request, CONTRACTOR shall Promptly allow COUNTY and its auditors or reviewer access to CONTRACTOR's employment Records



at CONTRACTOR's Office during Contractor Office Hours to verify compliance with the provisions of Part 12D4 of Exhibit 5.

**5. Remedies for Discrimination**

If COUNTY finds that CONTRACTOR has violated any provisions of this subsection D, that violation constitutes a Contractor Default. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this subsection D have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State of California or Federal antidiscrimination laws will constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of Part 12D of Exhibit 5.

**E. Safety**

**1. Services Safety Official**

CONTRACTOR shall designate in Contractor Documentation in Exhibit 17 a Services Safety Official who shall be thoroughly familiar with CONTRACTOR's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). CONTRACTOR shall ensure that the Services Safety Official is available always Contract Services are provided to abate any potential safety hazards. CONTRACTOR shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If CONTRACTOR fails to designate or make available the Services Safety Official, COUNTY may direct CONTRACTOR to cease providing Contract Services at no cost to COUNTY until CONTRACTOR complies with this Section.

**2. Safety Responsibilities**

CONTRACTOR is responsible for the safety of equipment, material, and personnel under CONTRACTOR's control or authority during performance of Contract Services. CONTRACTOR is solely responsible for ensuring that all work performed under this CONTRACT is performed in strict compliance with all Applicable Laws with respect to occupational safety regulations. CONTRACTOR shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

**F. COUNTY Lobbyists**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in County Code Section 2.160.010, retained by CONTRACTOR shall fully comply with County Lobbyist Ordinance.



**ATTACHMENT 5-9G – Authorized Representative of COUNTY's Director**

Name: Steven E. Milewski

Telephone Number: (626) 458-3573

E-mail Address: SMilewski@PW.LACounty.gov

Address for Notices by Mail:

Los Angeles County Public Works  
Environmental Programs Division  
P.O. Box 1460  
Alhambra, CA 91802-1460

Director's Office Hours : 7 a.m. to 5:30 p.m. Monday - Thursday

Established by Director:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged by CONTRACTOR:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT 5-9H – CONTRACTOR’s Representations and Warranties**

### **A. Status**

CONTRACTOR is duly organized, validly existing and in good standing under the laws of and is qualified to do business in the State of California with full power and authority to execute and deliver this CONTRACT and to perform its Performance Obligations. This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with its terms.

### **B. Statements and Information**

All information and documentation compiled, drafted, made, or otherwise delivered to COUNTY by or on behalf of CONTRACTOR relating to this CONTRACT, including its procurement, is correct and complete in all material respects as of the Execution Date and at the time originally submitted by CONTRACTOR to COUNTY.

### **C. No Conflicts**

Neither the execution or delivery by CONTRACTOR of this CONTRACT, the performance by CONTRACTOR of Contract Services, nor the fulfillment by CONTRACTOR of the terms and conditions of this CONTRACT: (1) conflicts with, violates, or results in a breach of any Applicable Law; (2) conflicts with, violates, or results in a breach of any Term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any CONTRACT or instrument to which CONTRACTOR is a Party or by which CONTRACTOR properties or assets are bound, or constitutes a default.

### **D. No Approvals Required**

CONTRACTOR has obtained and maintains all Permits in full force and effect during the Term. No other approval, authorization, license, Permit, order, or consent of, or declaration, registration, or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this CONTRACT by CONTRACTOR, except those as have been duly obtained from its governing body, CONTRACTOR shall immediately provide Notice to Director of any Notice of violation, revocation, or suspension of any Permit.

### **E. No Litigation**

As of the Execution Date, disclose any action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of CONTRACTOR’s knowledge, threatened, against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely

affect the performance by CONTRACTOR of its obligations under this CONTRACT or in connection with the transactions contemplated by this CONTRACT, or which, in any way, would adversely affect the validity or enforce ability of this CONTRACT or any other CONTRACT or instrument entered into by CONTRACTOR relating to the transactions contemplated by this CONTRACT.

**F. Due Diligence**

As of the Execution Date, CONTRACTOR has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding this CONTRACT and best and proper method of providing Contract Services and labor, equipment, and materials for the volume of Contract Services to be provided. CONTRACTOR agrees that it shall make no claim against COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of COUNTY relating to the procurement of this CONTRACT, which proves to be in any respect erroneous.

**G. Compliance with Applicable Law**

As of the Execution Date, CONTRACTOR has fully complied with all Applicable Law, including (1) law relating to conflicts of interest and County Lobbyist Ordinance, while procuring this CONTRACT, and (2) County Defaulted Property Tax Reduction Program.

**H. Ability to Perform**

CONTRACTOR possesses the business, professional, and technical capabilities to provide Contract Services; and possesses the equipment, facilities, and employee resources required to fully and timely perform Contract Services.

**I. Contingent Fees**

No Person, including a selling agency, has been employed or retained to solicit or secure this CONTRACT upon a CONTRACT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for securing business.

**J. Opportunity to Comment**

CONTRACTOR had the opportunity to submit comments and recommended changes during the procurement process, during meetings convoked by COUNTY with the denominated "Working Group" whose members received copies of the drafts of the form of CONTRACT or during the procurement of this CONTRACT.

**K. Solid Waste Facilities**

1. The Solid Waste Facility or Facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for Disposal is a Disposal facility that is permitted to accept and Process Refuse in accordance with Applicable Law.
2. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Recyclables is a materials recovery facility that is permitted to accept and Process Recyclables in accordance with Applicable Law.
3. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Green Waste is a facility that is permitted to accept and Process Green Waste in accordance with Applicable Law.

**L. Contractor Documentation**

As of the Execution Date, CONTRACTOR has submitted all Contractor Documentation in accordance with Exhibit 17.

**M. Personnel**

CONTRACTOR fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing Contract Services meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

## ATTACHMENT 5-10A - Definitions

**Abandoned Waste** means Solid Waste which has been improperly discarded or dumped at locations in Public Right-of-Way excluding at the Set-Out Site, generally larger than 12 inches in size, including palm fronds but excluding other materials dumped as the result of natural causes such as tree limbs or telephone poles blown over in a storm or walls collapsed during an earthquake. Items placed at the Set-Out Site shall be considered Bulky Items. See Litter for items larger than 12 inches in size.

**Additional Customer Services** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that require a Customer Surcharge, including the more than once per week Collection frequency in item B3, more than one 96-gallon Refuse Container, or a locking Recyclables Cart.

**Affiliate** means a Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with CONTRACTOR.

**Annual Report** is described in item A3 of Section 10.

**Applicable Law** means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, COUNTY (including its County Code together with rules and regulations promulgated there under and COUNTY's Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, South Coast Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contract Services or the performance of the Parties' respective obligations under this CONTRACT, including those that concern health, safety, fire, mitigation monitoring plans, building codes, and zoning, and further including the following:

- Vehicles:
  - California Health and Safety Code Section 43000 et seq., with respect to air emissions (smog checks);
  - California Vehicle Code Section 27456b, with respect to tires;
  - California Vehicle Code Section 34500 et seq., with respect to documentation through its maintenance log or otherwise of a safety compliance report issued under Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
  - Rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
  - Rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
  - Vehicle weight limits;
  - The appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;

- Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 et seq.; and
- 14 CCR 17341, 17342, 17343 and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
- Containers:
  - 14 CCR 17314, with respect to maintenance and placement of Containers; and
  - 14 CCR 17317, with respect to placing identifying name and telephone number on Containers;
- Labor:
  - Drug and alcohol testing;
  - Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 et seq.), and rules and regulations of California Division of Occupational Safety and Health; and
  - Immigration Reform and Control Act of 1986 (PL.99-603);
- Environmental Protection:
  - CERCLA;
  - RCRA;
  - Clean Air Act (42 U.S.C. Section 1351 et seq., 42 U.S.C. Section 7401-7642); and California Clean Air Act (California Health and Safety Code Section 39000 et seq.);
  - California Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.);
  - California Hazardous Materials Release Response Plan and Inventory Act (California Health and Safety Code, Division 20, Chapter 6.95, Section 25500 et seq.);
  - Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.); and
  - Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.); and
- Miscellaneous:
  - County Lobbyist Ordinance;
  - County Defaulted Property Tax Reduction Ordinance.
  - Civil Rights Act of 1964 (Subchapter VI of Chapter 21 of Title 42);
  - AB 939; and
  - AB 1826.

Reference to Applicable Law includes future amendments and supplements to or replacement, restatement, or recodification thereof.

**Assembly Bill (AB) 939** means the California Integrated Waste Management Act of 1989, California Public Resources Code Section 40000 et seq., and regulations thereunder.

**Authorized Commercial Waste Hauler** means a waste hauler that has signed a Commercial Franchise agreement with COUNTY and is currently in good standing.

**Award Date** means the date County of Los Angeles Board of Supervisors approves the CONTRACT.

**Basic Service** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D.

**Basic Service Fee** means the monthly charges that CONTRACTOR bills a Customer for providing Collection with respect to Task 1 Services, without additional optional services.

**Best Efforts** mean serious and sizeable efforts that a respectable Person would take in the same (or similar) circumstances, using principles of impartiality of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith.

**Bilingual** means in the languages of English and Spanish or other languages that may be required under Article 4 of SB 1383 or other laws.

**Board of Supervisors** means the Board of Supervisors of County of Los Angeles.

**Breach** means CONTRACTOR's failure to fully and timely meet one or more Performance Obligations.

**Bulky Item** means any large item of Solid Waste that will not fit into an empty Container that can be safely lifted by two individuals using a dolly that has been placed at the Set-Out Site for Collection by CONTRACTOR. For Customers with roll-out service, this includes items called in to CONTRACTOR for Collection. A Bulky Item includes, but is not limited to the following:

- Discarded furniture (such as chairs, sofas, mattresses, and rugs);
- Large Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and other similar items commonly known as "white goods");
- Up to two tires from passenger cars or pickup trucks;
- Up to two bags/bundles of Construction and Demolition debris bound or in containers, not longer than four feet in length, up to 70 pounds in weight;
- Palm fronds (not required to be cut to four-foot lengths).

Bulky Items excludes items such as:

- Large truck tires;
- Unpermitted Waste;
- More than two bags/bundles of Construction and Demolition debris;
- Piles of debris.

**Calendar Year** means the months beginning January 1 and ending December 31.

**Cart** means a wheeled plastic Container provided by CONTRACTOR for storage of Solid Waste pending Collection, which is Collected (semi) by automated Vehicle. Examples include 32, 64, and 96-gallon plastic Containers. Carts are often referred to as barrels.

**CERCLA** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1982 (42 U.S.C. Section 9601 et seq.).

**Change in Law** means the occurrence of any event or change in Applicable Law as follows:

- The adoption, promulgation, modification, or change in Applicable Law or in judicial or administrative interpretation thereof occurring after the Execution Date other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board (other than the Franchise Fees levied by COUNTY) or employment taxes;
- Any order or judgment of any Federal, State, or local court or Regulatory Agency issued after the Execution Date if:
  - That order or judgment is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third-Party for whom the Party relying thereon is directly responsible; and
  - The Party relying thereon, unless excused in writing from so doing by the other Party, will make or have made, or will cause or have caused to be made, Reasonable Business Efforts to contest that order or judgment (it being understood that the contesting in good faith of that an order or judgment will not constitute or be construed as a willful misconduct or negligent action of that Party);
- The imposition by a Regulatory Agency of any new or different material conditions about the issuance, renewal, or modification of any Permit after the Execution Date; or
- The failure of a Regulatory Agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption, or termination of, any Permit after the Execution Date; if the failure to issue or the suspension or termination of any Permit is not the result of the willful misconduct or negligent action or inaction of the Party relying thereon or any third-Party for whom the Party relying thereon is directly responsible.

**CNG Fuel Component** means five percent of the Service Fee shown on the Customer Service Fee schedule times the percentage of Vehicles that use compressed natural gas.

**Collect, Collection, or Collecting** means Solid Waste pickup(s) made by CONTRACTOR required by and in accordance with this CONTRACT, including Abandoned Waste.

**Commencement Date** means the date defined in Item A of Section 2 and is the date Collection Service begins.



**Commercial** means related to a Person or thing that is not Residential or Multifamily.

**Commercial Occupant** means Person within the Service Area that occupies a Commercial Premise and receives services from CONTRACTOR.

**Commercial Premises** means Premises that are not Residential Premises or Multifamily Premises, including stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, Processing, or assembly shops or plants; and hospitals, clinics, convalescent centers, and nursing homes (with respect to nonmedical waste only).

**Compost** means a mixture of decayed or decaying organic matter (such as leaves and grass) used to amend or fertilize soil.

**Construction and Demolition (C&D)** means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up, as defined in County Code 20.87.030. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

**Container** means any Cart or Dumpster used to provide Collection service.

**CONTRACT** means this CONTRACT, including all exhibits and other attachments, which exhibits and other attachments are incorporated in this CONTRACT by reference.

**Contract Services** means Task 1 and Task 2 Services together.

**Contract Year** means each 12-month period commencing on the first day of the month in which CONTRACTOR Collects Solid Waste from any Occupant.

**CONTRACTOR** means the Person executing this CONTRACT and any assignee of CONTRACTOR consented to by COUNTY in accordance with Section 19. CONTRACTOR includes CONTRACTOR's Subcontractors unless explicitly provided otherwise. References to all CONTRACTOR's actions and Performance Obligations under this CONTRACT include reference to Subcontractors' actions under this CONTRACT, as applicable, without specifying in each instance that CONTRACTOR shall directly take those actions itself, or cause its Subcontractors to take those actions on CONTRACTOR's behalf.

**Contractor Default** is described in Part 6 of Exhibit 5.

**Contractor Documentation** means documentation in Exhibit 17.

**Contractor Manager** means any of the following:

- CONTRACTOR's officers and directors;
- The officers and directors of CONTRACTOR's parent corporation and of each successive parent corporation's parent corporation;
- The authorized representative of CONTRACTOR named in Contractor Documentation in Exhibit 17; and
- Any other Persons, including Affiliates and CONTRACTOR's or Affiliates' employees, officers, or directors, in a Position of Influence.

**Contractor Office Hours** means 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.

**Contractor's Related Parties** means CONTRACTOR's partners, officers, directors, agents, employees, Subcontractors, consultants, licensees, invitees, and Affiliates.

**Conversion Technology (CT)** means an array of technologies capable of converting residual Solid Waste into useful products, including fuels, chemicals, and other sources of clean energy.

**COUNTY** means the government entity known as County of Los Angeles.

**County Business Day** means any day on which Los Angeles County Public Works is open to do business with the public.

**County Code** means the Los Angeles County Code.

**County Defaulted Property Tax Reduction Program** or **County Defaulted Property Tax Reduction Ordinance** means County Code Chapter 2.206.

**COUNTY Lobbyist Ordinance** means County Code Chapter 2.160.

**County Service** means the Task 2 Services from CONTRACTOR to the COUNTY.

**County Service Fee** means the amount that CONTRACTOR bills COUNTY for providing Collection with respect to Task 2 Services.

**County Service Fee Schedule** means the rates for CONTRACTOR's compensation for providing Task 2 Services.

**County's Reimbursement Costs** means Direct Costs of COUNTY plus 35 percent thereof.

**County's Related Parties** means political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body, their agents, officers, and employees, elected officials, assigns, volunteers, and special districts

(including Garbage Disposal Districts) and each one of them. County's Related Parties are third-Party beneficiaries of provisions in this CONTRACT that reference them.

**CPI** means the Consumer Price Index for "Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted", Series ID CUUR0000SEHG, published by the United States Department of Labor, Bureau of Labor Statistics at <https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG>.

**Criminal Activity** means any of the following:

- Fraud or criminal felony offenses relating to obtaining, attempting to obtain procuring, or performing a public or private CONTRACT related to Recyclables, Green Waste or MSW Management Services of any kind (including Collection, hauling, Transfer, Processing, Composting, or Disposal), including this CONTRACT;
- Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
- Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- Unlawful Disposal of hazardous, designated, or other waste; or
- Violation of securities laws or antitrust laws, including laws relating to price-fixing, bid rigging and sales and market allocation, and of unfair and anticompetitive trade practice laws, including with respect to inflation of Solid Waste Collection, hauling or Disposal fees.

**Customer** means a Person who pays either CONTRACTOR or COUNTY for Task 1 Services from CONTRACTOR.

**Customer Service** means the Task 1 Services from CONTRACTOR to the Customer.

**Customer Service Fee** means the amount that CONTRACTOR bills Customers for providing Task 1 Services.

**Customer Service Fee Schedule** is found in Attachment 7-2 to Exhibit 7.

**Customer Surcharges** means the amounts listed as "Surcharges" on the Service Fee Schedule.

**Day** means calendar day, whether capitalized or lower case.

**Debarment** or **Debar** has the meaning assigned in County Code Section 2.202.020.

**Diesel Fuel Component** means 5 percent of the Net Rate shown on the Rate Schedule times the percentage of Vehicles that use diesel.

**Direct Costs** means the sum of the following but excludes profit or return on investment:

- Payroll costs directly related to the performance, management, or supervision of any obligation under this CONTRACT, or exercise of any right, comprised of compensation and fringe benefits, including vacation, sick leave, Holidays, retirement, Worker's Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, plus;
- The costs of materials, services, direct rental costs, and supplies, plus;
- Travel and subsistence costs, plus;
- The reasonable costs of any payments to Subcontractors (with respect to CONTRACTOR) or contractors (with respect to COUNTY) or third Parties necessary to and about Performance Obligations, plus;
- Any other cost or expense which is directly or normally associated with the task performed; which is substantiated by:
  - A certificate signed by the principal financial officer of CONTRACTOR or the authorized representative of COUNTY setting forth the amount of that cost and the reason that cost is properly chargeable to COUNTY or CONTRACTOR and stating that the cost is a competitive price, if there are competitive prices, secured in an arm's length transaction for the service or materials supplied; and
  - If COUNTY or CONTRACTOR requests additional backup documentation as may be available to reasonably substantiate any Direct Costs, including invoices from suppliers, Subcontractors, and contractors.

**Director** means COUNTY Director of Public Works or his or her authorized representative, including the authorized representative named in Attachment 5-9G.

**Director's Office Hours** means hours that Director is open to do business as indicated in Attachment 5-9G.

**Disabled** means Occupants who suffer from a disability as evidenced by a letter from their medical physician.

**Disposal or Dispose** means Disposal, as defined in California Public Resources Code Section 40192, at a Solid Waste Facility of Refuse that CONTRACTOR has Collected.

**Disposal Component** means 20 percent of the Customer Service Fee shown on the weighted adjustments of item A3 of Exhibit 7.

**District** means Garbage Disposal District.

**Diversion or Divert** means activities that reduce or eliminate the amount of Solid Waste from Disposal for the purposes of Division 13 of the California Public Resources Code, including Article 1 (commencing with Section 41780).

**Diversion Goal** means the current State law requirement of 50 percent, the State goal of 75 percent Diversion by 2020, and future COUNTY goals including the Roadmap to a

Sustainable Waste Management Future adopted by the Board of Supervisors on April 22, 2014. The Roadmap goals are 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and 95 percent or more Diversion from landfills by 2045, as calculated by Director using Director's methodology. State and COUNTY goals are subject to change.

**DOE CNG** means the West Coast Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, [www.afdc.energy.gov/fuels/prices.html](http://www.afdc.energy.gov/fuels/prices.html) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

**DOE Diesel** means the Diesel (On Highway) – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm), or if that is permanently discontinued, Producers Price Index- Commodities Fuels and related products and power/No.2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost>.

**Dumpster** means a container for storage of Solid Waste that is usually Collected with front end loading Vehicles, such as those having a 1- to 8-cubic yard capacity, commonly referred to as a Dumpster. Dumpsters are also often referred to as bins.

**EIA LNG** means the average for fuel – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, [http://tonto.eia.doe.gov/dnav/ng/ng\\_pri\\_sum\\_dcu\\_SCA\\_m.htm](http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm), or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director.

**Elderly** means a Person age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

**E-waste** means waste that is powered by batteries or electricity, such as computers, telephones, stereo equipment, DVD players/recorders, mp3 players, televisions, and calculators.

**Excess Solid Waste** means bagged, containerized, or bundled Solid Waste, not to exceed 4 feet in length or 70 pounds in weight.

**Execution Date** means the date this CONTRACT is signed by both COUNTY and CONTRACTOR.

**Expected Number** means a quantity that Director anticipates during a future Contract Year plus 10 percent, based on the previous year's data.

**Expiration Date** means the date this CONTRACT expires as provided in accordance with item A of Section 2.

**Fiscal Year** means the 12-month period beginning July 1st and ending the following June 30th.

**Food Waste** means uneaten materials acquired for animal or human consumption.

**Franchise Fee** means the fee described in item E of Section 1.

**Garbage Disposal District** means a district created under County Code Chapter 20.90 and referred to as COUNTY in this CONTRACT.

**Goods or Services** means goods or services used in providing Contract Services, including labor; leases; subleases; equipment; supplies; capital; insurance, bonds, or other performance security if the insurer, surety, or other provider is an Affiliate or a captive of CONTRACTOR or any Affiliate; and legal, risk management, general, and administrative services.

**Green Waste** means Solid Waste comprised of leaves, grass clippings, brush, branches, nonhazardous wood waste, and other forms of organic matter generated from landscapes and gardens and separated from other forms of Solid Waste, including Holiday trees and bushes, but excluding:

- Stumps or branches exceeding four inches in diameter or four feet in length;
- Yucca or palm fronds, unless CONTRACTOR can Divert those excluded materials in non-Composting processes; and
- Other Director-approved items listed in the Terms and Conditions.

**Gross Receipts** means fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive directly or indirectly from Customers and Occupants about Task 1 Services before any deduction for costs or expenses such as the Franchise Fee. Gross Receipts does not mean fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive about the sale of Recyclables.

**Holidays** means January 1, Memorial Day, 4th of July, Labor Day, Thanksgiving, and December 25 and any other Holidays designated by COUNTY in Notice to CONTRACTOR.

**Homeless Encampment** means an area where five or more individuals experiencing homelessness are living nearby each other in temporary shelters, tents, Recreational Vehicles, vehicles, or other means provided in COUNTY policy.

**Including or Include** or variations thereof, when used in this CONTRACT, means "including without limitation," "including, but not limited to," and "including, at a minimum."

**Indemnities or Indemnification** means all defenses, Indemnities, and releases under this CONTRACT, including under Part 4A of Exhibit 5 (generally), and with respect to the Immigration Reform and Control Act and Cal/OSHA (specifically).

**Liabilities** mean any of the following:

- Liabilities;
- Lawsuits;
- Claims;
- Complaints;
- Cause of actions;
- Citations;
- Investigations;
- Judgments;
- Demands;
- Cleanup orders;
- Damages (whether in contract or tort, including:
  - Personal injury to or death of, at any time, CONTRACTOR's employees, Subcontractors, COUNTY employees or third Parties; and
  - Property damage of CONTRACTOR, Subcontractors, COUNTY employees or third Parties);
- Costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys' fees, whether COUNTY'S or CONTRACTOR's staff attorneys or outside attorneys, and court costs);
- Losses;
- Fines;
- Penalties; and
- Other detriments of every nature and description whatsoever, whether under State of California or Federal law.

**Litter means** all solid waste which has been improperly discarded or dumped locations in Public Right-of-Way or which has migrated by wind and is generally smaller than 12 inches in size. Litter includes convenience food, beverage, and other product packages or containers. See Abandoned Waste for items larger than 12 inches in size.

**LNG Fuel Component** means five percent of the Customer Service Fee shown on the Service Fee Schedule times the percentage of Vehicles that use liquid natural gas.

**Local Enforcement Agency** means the enforcement agency defined in County Code Section 20.56.030.

**Manure** means Solid Waste comprised of horse dung or excrement and may include straw or other absorbent.

**Maximum Rate Adjustment** is described in Section A4 of Exhibit 7.

**Monthly Report** or Monthly Data is described in item A1 of Section 10.

**More Than Expected Number** means a quantity greater than what Director anticipates during a future Contract Year; it is the quantity between the Expected Number and up to double the Expected Number.

**Mulch** means organic materials commonly used for Mulch including wood chips, ground up landscape trimmings, shredded bark, coarse Compost material, and straw.

**Multifamily** means Person or thing related to (1) dwellings with three or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities, (2) townhouses, and (3) condominiums, whether attached or detached.

**Multifamily Occupant** means Person within the Service Area who occupies a Multifamily Premises and receives services from CONTRACTOR.

**Multifamily Premises** means Premises containing a Multifamily building.

**Municipal Solid Waste (MSW) Management Services** means any of the following:

- Collection, transportation, storage, Transfer, or Processing of:
  - Solid Waste; or
  - Unpermitted Waste that is Collected as part of a Collection program for Bulky Items, and E-waste described in Exhibit 3A1 and handled in accordance with Applicable Law (such as tires more than load limits, and certain E-waste); or
- Arranging for disposal of that Solid Waste or Unpermitted Waste.

**Non-Collection Notice** means the Notice in the form included in Contractor Documentation in Exhibit 17 in accordance with item C of Section 4.

**Notice** (when capitalized) means Notice given in accordance with Part 9F of Exhibit 5.

**Occupant** means a Person within the Service Area that occupies a Residential or Commercial building and receives services from CONTRACTOR.

**Office** means CONTRACTOR's offices required by item A of Section 6 to be identified in Contractor Documentation in Exhibit 17.

**Organic Waste or Organics** means both of the following:

- Organic waste defined in AB 1826, and
- Organic waste defined in SB 1383 selected by Director and Noticed to CONTRACTOR, and includes Food Waste and Green Waste.

**Party** or **Parties** means COUNTY and CONTRACTOR, individually and together, respectively.

**People Experiencing Homelessness (PEH) or Homeless Person** means an individual or family who lacks a fixed, regular, and adequate nighttime residence.



**Performance Obligations** means every obligation and liability of CONTRACTOR under this CONTRACT.

**Permit** means any Federal, State, County, other local, and any other governmental unit Permit, order, license, approval, authorization, consent, or entitlement of whatever kind and however described that Applicable Law requires to be obtained or maintained with respect to the satisfaction of Performance Obligations, as renewed or amended from time to time, including the waste collector Permit issued by the Los Angeles COUNTY Department of Public Health.

**Person** means any individual, firm, association, organization, partnership, corporation, trust, joint venture, State, County, municipality, special purpose district, the United States or any other entity.

**Position of Influence** means a position of authority or responsibility to directly or indirectly administer, manage, direct, supervise or oversee the Contract Services or this CONTRACT, including the following: (1) serving as director of the board of directors of CONTRACTOR or an Affiliate, (2) serving as an officer of CONTRACTOR or an Affiliate, (3) reviewing or negotiating CONTRACTOR's contracts (including this CONTRACT), (4) providing in-house legal services, and (5) providing insurance or other performance security if the provider is an Affiliate or is a captive of CONTRACTOR or an Affiliate; but excluding the following: (1) monitoring CONTRACTOR's performance, (2) supervising CONTRACTOR's finance and capital budget decisions, and (3) articulating general policies and procedures not related to a Criminal Activity.

**Premises** means a tract of land located in the Service Area which is safely accessible by Vehicles.

**Processing or Process** means the reduction, separation, recovery, conversion, or Recycling of Solid Waste, including creating "compost" as defined in California Public Resources Code Section 40116.

**Prompt or Promptly** means as soon as practicable, but in no event more than two days unless otherwise agreed by Director, Customer, or Occupant.

**Public Right-of-Way or Right-of-Way** includes all the following:

- all land and improvements on that land between the outer edge of a sidewalk (nearest to a private lot) on one side of the street and the outer edge of the sidewalk (nearest to a private lot) on the opposite side of the street, including:
  - sidewalks,
  - and between a sidewalk and street, and
  - median strips in the center of streets.
- Public streets;
- Public alleys, including land wall-to-wall and fence-to-fence, and
- Any other land described by COUNTY to CONTRACTOR.

**Quarterly Report** is described in item A2 of Section 10.

**RCRA** means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.).

**Reasonable or Reasonable Business Efforts or Reasonable Efforts or Reasonable Judgment** means practical actions a sensible person would do in the same (or similar) circumstances using sound judgment and principles of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. It does not mean pursuing every possible action.

**Records** means documentation relating to Contract Services and other Performance Obligations, including ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence, computations, files, plans, correspondence, Reports, drawings, designs (other than those respecting facilities or facility operations not involving Collection), data and photographs prepared by or possessed by CONTRACTOR, including the following:

- Customer and Occupant Terms and Conditions and Task 1 Services information (including Customers and Occupants' names and addresses), billing Records, call logs, route maps, schedules, and correspondence with Customers and Occupants;
- Weight tickets, invoices, bills of lading, and receipts from Solid Waste Facilities for types and amounts of Solid Waste that CONTRACTOR Collects, transports, and delivers to those Solid Waste Facilities;
- Records for AB 939 and other laws, including documentation from Recyclables and Green Waste transporters, shippers, brokers, beneficiaries, remanufacturers, and purchasers or other users of Recyclables and Green Waste; any Reports on Processing of Recyclables or Green Waste residual that Solid Waste Facilities may make to the CalRecycle;
- Vehicle maintenance, driver Permits and driver testing Records;
- Gross revenues and receipts, including Gross Receipts;
- the Franchise Fees paid to COUNTY; and
- Records that may be relevant in the event of an action under CERCLA or similar claims.

**Recyclables** means Solid Waste that may potentially be Diverted from Disposal (excluding Organics and Manure) including but not limited to any of the following materials:

- Aluminum and metal cans;
- Newspaper;
- Glass jars and bottles;
- Tin cans;
- Plastic soda bottles;
- Plastic milk and water jugs;
- Plastic bags (e.g., bread, frozen food, grocery bags);
- Type No. 1 plastic containers (PET-polyethylene terephthalate);
- Type No. 2 plastic containers (HDPE-high density polyethylene);
- Type No. 4 plastic (LDPE-Low Density Polyethylene);
- Type No. 5 plastic (PP-Polypropylene);

- All types of paper (e.g., office paper, junk mail, magazines, telephone books);
- Corrugated cardboard;
- E-waste;
- White goods (such as those listed in the definition of Bulky Items);
- Paper coated with plastic or aluminum foil (milk and juice cartons);
- Mattresses, excluding those made mostly of foam;
- Wood and Dry Lumber; and
- Textiles

Additional (or deleted) items that Director directs after Notice to CONTRACTOR, without adjustment of Service Fees unless the modification requires Contract Services at the Set-Out Sites separate and distinct from previously Collected Recyclables.

**Recycle or Recycling** means the Process of Collecting, sorting, cleansing, treating, and reconstituting materials (including Recyclables and Green Waste) that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality Standards necessary to be used in the market place. Recycling does not include transformation, as defined in California Public Resources Code Section 40201.

**Refuse** means Solid Waste that CONTRACTOR does not Divert.

**Regulatory Agency** means any Federal, State or local governmental agency that regulates Collection and transportation of Solid Waste (including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, or other health and safety department thereof; COUNTY; and Local Enforcement Agency applicable to Contract Services).

**Report** means Monthly Report, Quarterly Report, Annual Report and any AB 939/1383 or other report CONTRACTOR is required to submit in accordance with this CONTRACT and must be satisfactory to Director.

**Residential** means Person or thing related to detached, single-family homes or duplexes, other than condominiums or townhouses.

**Residential Occupant** means Person within the Service Area who occupies a Residential Premises and receives services from CONTRACTOR.

**Residential Premises** means Premises containing a Residential building, such as a detached, single-family home or a duplex.

**Senate Bill (SB) 1383** means the California bill signed into law on September 19, 2016 that established targets to reduce statewide Organics waste Disposal and many other requirements on Organic Waste generators and local jurisdictions.

**Service Area** means the area mentioned in the title of this CONTRACT, as described in item A1 of Section 16.

**Service Assets** means all property of CONTRACTOR used directly or indirectly in performing Contract Services, including Vehicles, Containers, maintenance equipment and facilities, and administrative equipment and software, both tangible and intangible (such as facility leases or equipment installment purchase contracts).

**Service Day** means any day Monday through Friday, excluding Holidays.

**Service Component** means 60 percent of the Service Fee shown on the Customer Service Fee.

**Service Fees** means both Customer Service Fees (Task 1) and County Service Fees (Task 2).

**Service Fee Schedule** means all the fees listed in Attachments 7-2 and 7-3 of Exhibit 7.

**Service Specifications** means Performance Obligations prescribed in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3.

**Service Standards** means each obligation of CONTRACTOR prescribed in Section 4.

**Set-Out Site** means the location where the Solid Waste is temporarily placed for Collection as mutually agreed upon by CONTRACTOR and Occupant.

**Sharps** means any item having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, such as needles (hypodermic, pen or intravenous), needles with syringes, needles from vacutainers, needles with attached tubing, and lancets.

**Sharps Containers** means Container approved by COUNTY for discard of Sharps.

**Solid Waste** means Solid Waste as defined in California Public Resources Code Section 40191, excludes Unpermitted Waste but includes all the following:

- Green Waste,
- Recyclables,
- Refuse,
- E-waste,
- Organics,
- Manure, and
- Abandoned Waste.

**Solid Waste Facility** means the facility as defined in California Public Resources Code Section 40194 (and any other types of facilities named by Director) and designated by CONTRACTOR in Contractor Documentation in Exhibit 17.

**Standards** means the criterion for excellent Solid Waste management established by the solid waste collection industry; professional associations such as the National Solid Waste

and Recycling Association, Solid Waste Association of North America, US Mayors/Municipal Solid Waste Association; and public bodies such as State and Federal EPAs.

**Subcontractor** means any Person that provides Goods or Services related to Collection, transportation or storage of Solid Waste or related to Service Assets, including their operation, maintenance, and repair, to or on behalf of CONTRACTOR whether pursuant to any arrangement, formal or informal, written or merely in practice. Subcontractor does not include a Person that provides Goods or Services related to Processing, Diversion, or Disposal, nor the manufacturer that provides equipment.

**Sweep** means to search the specified area; Collect, transport, and Dispose/Divert of Solid Waste not in Containers.

**Task 1 Services** all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container and Excess Solid Waste services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises and are also defined in Section 1.

**Task 2 Services** means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection services, public receptacle Collection services, abandoned Containers, Homeless Encampments, and emergency services and is also defined in Section 1.

**Term** means the period beginning on the Execution Date and ending on the Expiration Date and is also defined in item A of Section 2.

**Terms and Conditions** means the CONTRACT details mailed to Customers and Occupants.

**Ton or Tonnage** means a short ton of 2,000 pounds avoirdupois.

**Transfer** is defined in Part 8 of Exhibit 5.

**Uncontrollable Circumstances** means any of the following events:

- Riots, war, or emergency affecting the Country declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors;
- Sabotage, civil disturbance, insurrection, explosion;
- Natural disasters such as floods, earthquakes, landslides, and fires;
- Strikes, lockouts, and other labor disturbances; or
- Other catastrophic events that are beyond the reasonable control of CONTRACTOR despite CONTRACTOR's exercise of due diligence, excluding:
  - The financial inability of CONTRACTOR to satisfy its Performance Obligations, or
  - Failure of CONTRACTOR to obtain any necessary Permits or the right to use the facilities of any public entity.

**Universal Waste** means hazardous waste that the California Department of Toxic Substances Control considers Universal Waste, including materials listed in 22 CCR 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices.

**Unpermitted Waste** means

- Materials that are not Solid Waste such as Universal Waste, household hazardous waste and other hazardous waste, unauthorized medical waste, radioactive waste;
- Waste tires more than the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);
- Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.

**Unpermitted Waste Screening Protocol** means the protocol prescribed in Item A of Section 13 and included in Contractor Documentation in Exhibit 17.

**Vehicle** means any truck used by CONTRACTOR to provide Contract Services.

**Violation of Applicable Law** means any noncompliance with Applicable Law as evidenced by Notice, assessment, or determination of any Regulatory Agency to CONTRACTOR, whether a fine or penalty is included, assessed, levied, or attached.

**Weighted Customer Service Fee Adjustment Percentage** means sum of the adjustments due to changes in the CPI, DOE CNG, EIA LNG, and Disposal tipping fees calculated as provided in items B, C, and D of Exhibit 7, respectively.

## EXHIBIT 7 – Contract Services (Adjustment of Service Fees)

### A. Service Fee Schedule

CONTRACTOR shall charge Service Fees (Customer Service Fees and County Service Fees) in amounts less than or equal to the Service Fees set forth in the Service Fee Schedule in Attachments 7-2 and 7-3 of this Exhibit.

#### 1. Time, Conditions, Changes

##### a. *Annual Adjustments*

##### (1) Automatic by Director (Labor and Fuel Indices):

Beginning at least 6 months after the Commencement Date, Director will adjust the following components of the Service Fee each July 1 in accordance with subsections A1 a(3), B, C and D:

- Consumer Price Index (CPI),
- Department of Energy (DOE) Compressed Natural Gas (CNG), or
- Energy Information Agency (EIA) Liquefied Natural Gas (LNG)

For example, a Contract that begins in April will not have 6 months pass before July 1 and there will not be eligible for a rate increase until the following July 1.

##### (2) Requested by CONTRACTOR (Disposal and Diversion):

Beginning at least 12 months after the Commencement Date, Director will adjust the Disposal and Diversion components of the Service Fee each July 1 in accordance with subsection A1a (3) and E in the following events:

- CONTRACTOR requests adjustment of those components by Notice to Director together with documentation satisfactory to Director by March 1 of each year, or
- COUNTY initiates an adjustment of those components by Notice to CONTRACTOR together with CONTRACTOR submittal of documentation satisfactory to Director by March 1 of each year.

(3) **Changes:**

The annual change is a comparison of the average monthly rate for the two previous Calendar Years. Director will adjust the Service Fee for any or all of the following changes, if any:

- **Indices (After 6 Months):** Annual changes, if any, in the following indices, as applicable, defined in Attachment 5-10A:
  - **CPI:** Consumer Price Index (CPI),
  - **DOE CNG:** Department of Energy (DOE) Compressed Natural Gas (CNG), or
  - **EIA LNG:** Energy Information Agency (EIA) Liquefied Natural Gas (LNG)

in accordance with the Service Fee adjustment protocol in subsections B, C, and D; or

- **Disposal Tipping Fees (after 12 Months):** Annual change of the monthly average, if any, in CONTRACTOR's Direct Costs of Refuse Disposal, such as changes in publicly-posted tipping fees, at the Solid Waste Facility it has designated in Contractor Documentation, Exhibit 17, and any other supporting documentation, submitted to Director by March 1; or
- **Diversion of Recyclables (after 12 Months):** Annual changes of the monthly average, if any, in CONTRACTOR's costs of Diversion of Recyclables, based on the change in rates at Puente Hills Materials Recycling Facility, and any other supporting documentation; or
- **Diversion of Green Waste without Food Waste (after 12 Months):** Annual changes of the monthly average, if any, in CONTRACTOR's costs of Diversion of Green Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1; or
- **Diversion of Green Waste with Food Waste (after 12 Months):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Green Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor



Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1.

- **Diversion of Manure (after 12 Months):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Manure, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1.
- **Diversion of Food Waste (after 12 Months):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Food Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1.

Because the contract start date will not be January 1, the first rate adjustment must prorate expenses for the Calendar Year over 12 months to make the comparison of costs between two 12-month periods. For example, a contract that begins service on April 1 will have only 9 months of Disposal/Diversion expenses and therefore those costs must be divided by 9 months and multiplied by 12 months to estimate what the expenses were over a 12-month period.

**b. Adjustments at Any Time**

If CONTRACTOR requests Director by Notice or Director Notifies CONTRACTOR at any time, following agreement with CONTRACTOR, the Director may adjust the Service Fees in either of the following events, subject to changes in Refuse Disposal or Green Waste Diversion in subsection A4, and limitations in A6:

**(1) Changes in Law**

Change in CONTRACTOR's Direct Costs of providing Contract Services due to Changes in Law. Any adjustment in the Service Fee due to a Change in Law by the State is not included in the Maximum Rate Adjustment in subsection 4.

**(2) Changes in Scope of Service**

CONTRACTOR's Direct Costs of providing Contract Services due to changes in Contract Services or Standards.

### (3) Extraordinary Circumstances

Change in CONTRACTOR's Direct Costs of providing Contract Services due to unforeseeable events.

If CONTRACTOR and Director disagree on the adjustment of Service Fees due to Changes in Law, or changes in Contract Services or Standards, COUNTY will have the option to terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

#### c. No Adjustment

Service Fees will not be adjusted:

- Within six or twelve months of the Commencement Date with respect to item A1a(1) and items A1a (2-3) respectively.
- During any of the six possible one-month extensions under item A3 of Section 2.
- If there are any uncured Breaches.
- For Changes other than changes explicitly listed in preceding subsections a and b, including for changes in the price of fuel.

#### d. Sample Calculation

A sample calculation is attached in Attachment 7-1 of this Exhibit.

## 2. Rounding

All calculations are rounded to the nearest 1/100<sup>th</sup> decimal place (for example, 10.9656 percent to 10.97 percent, or 10.9637 percent to 10.96). The decimal 5 is rounded up (for example, 10.965 percent to 10.97 percent). Adjustments in Service Fees are rounded to the nearest penny (for example, \$25.34).

## 3. Weighted Adjustment - Serviced Fee Components

The monthly Service Fees for Contract Services will be divided into the following cost components and adjusted by these percentages:

<b>Labor</b> (and other general costs of Contract Services)	60%
<b>Fuel</b>	5%
<b>Refuse Disposal</b>	Actual
<b>Green Waste Diversion with Food Waste</b>	Actual
<b>Recyclables Diversion</b>	Actual

Items C and D of this exhibit have further details on method of the calculation of the labor and fuel values. Items E and F of this exhibit have

further details on method of the calculation of the actual values. A sample calculation is attached in Attachment 7-1 of this Exhibit.

#### 4. **Maximum Rate Adjustment**

Adjustments to the Service Fees cannot exceed the percentages in the following table, except for changes due to acts of the State in item A b(1) of this exhibit:

Contract Period (on July 1)*	Maximum Adjustment**
<b>Years 0 to 1</b> (Commencement Date to the first July 1)	0 percent
<b>Years 2 to 7</b> (The first July 1 to the scheduled Termination Date under Section 2)	35 percent
<b>2-Year / Extension #1, if any</b> (July 1 of any first 2-year extension to June 30 on the extended Termination Date)	10 percent
<b>2-Year / Extension #2, if any</b> (July 1 of any 2-year extension to June 30 further extended Termination Date)	10 percent
<b>Any time</b> (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs
<b>Six 1-month extensions, if any</b>	No Change
<b>Years 2 to 10</b> (If Director chooses to extend initial Expiration Date by 3 Years, per Section 2 A)	50 percent
<b>Years 2 to 15</b> (If Director chooses to extend initial Expiration Date by 8 Years, per Section 2 A)	75 percent

\* Rate adjustments due to Changes in Laws or Contract Services under subsection A1 above may be implemented at any time during the Term.

\*\* Any change in Service Fees for direct costs due to Changes in Law promulgated by the State are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

For example, during the first seven years of the CONTRACT, the Service Fee could increase 35 percent plus an allocable amount due to an increase of \$4 per Ton on the State-mandated Disposal fee.

**5. Customer 30-Day Notice**

CONTRACTOR shall provide all Customers a minimum of 30-days written Notice of the implementation of changes in any Customer Service Fees.

**6. Adjustment Limitations**

No adjustment will be effective until Notice thereof has been provided to the Board of Supervisors. Service Fees will be adjusted only if there are no uncured Breaches.

While COUNTY will automatically adjust the labor (CPI) and fuel components, adjustments to the Disposal and Diversion components requires the submittal of documentation by March 1 of each year. Failure to submit data will result in no adjustment to either the Disposal or Diversion components, or both.

Service Fees will not otherwise be adjusted, including for actual changes in the price of fuel or increases in Disposal tipping fees other than as described in the preceding items of this item B1 of this Exhibit.

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees because of Changes in Law or changes in Contract Services or Standards described below, COUNTY will have the option to terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

**7. Services Eligible for Adjustment**

**a. *Customer Service Fee (CPI, Fuel, and Disposal/Diversion)***

Use methodology in items C, D, E, and F of Exhibit 7.

**b. *Bear-Resistant Cart Fee (CPI)***

Use methodology in item C of Exhibit 7.

**c. *Locking Recyclables Cart Fee (CPI)***

Use methodology in item C of Exhibit 7.

**d. *County Service Fee (Task 2)***

Use methodology in items C, D, E, and F of Exhibit 7. The adjustment for Abandoned Waste, Public Receptacles, and Homeless Encampments in Exhibit 3A2 will not include Recyclables or Green Waste adjustments.

**e. Various Surcharges**

These are adjusted based on the Customer Service Fee in the previous item. These include:

- Additional On-Call Pickups (Exhibit 3A1 H3 & Section 7A2e)
- Container Size Exchanges Beyond One (Exhibit 3A1 D3c)
- Container Removal and Return (Exhibit 3A1 D3e)
- Roll-Out Service for non-Elderly or Disabled (Exhibit 3A1 I and Section 7A2d)
- Difficult to Service (Exhibit 3A1 O & Section 7A2c)
- Cart Cleaning (Exhibit 3A1 D3d)

**B. This item is no longer used**

**C. Service Fee Adjustment for Annual Changes in CPI**

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The CPI component of the Service Fee will be the percent change, if any, between the following:

- The monthly average CPI during the 12-month period commencing March 1 of the previous year to the last day of February of the current year, and
- The monthly average CPI during the 12-month period commencing March 1 of the prior previous year to the last day of February of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CPI on July 1, 2018. On July 1, 2019, the rate adjustment would compare March 1, 2018 through February 28, 2019, to March 1, 2017 through February 28, 2018.

However, under COUNTY regulations, any percentage change shall not exceed the general salary movement granted to COUNTY employees as determined by COUNTY's Chief Administrative Office as of July 1 for the prior Fiscal Year. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any change in COUNTY employee salaries; no cost-of-living adjustment will be granted.

The index to be used is the Consumer Price Index for "Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted", Series ID CUSR0000SEHG, published by the United States Department of Labor, Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUSR0000SEHG>.

## D. Service Fee Adjustment for Annual Changes in Fuel

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The DOE CNG component of the Service Fee adjustment will apply only to the percentage of Vehicles in a fleet that use compressed natural gas. The adjustment of the DOE LNG component will apply only to the percentage of Vehicles in a fleet that use CNG or LNG. The adjustment of the DOE Diesel component will apply only to the percentage of Vehicles in a fleet that uses diesel.

**DOE CNG** means the West Coast Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, [www.afdc.energy.gov/fuels/prices.html](http://www.afdc.energy.gov/fuels/prices.html) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

**DOE Diesel** means the Diesel (On Highway) – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm), or if that is permanently discontinued, Producers Price Index- Commodities Fuels and related products and power/No.2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost>.

**EIA LNG** means the average for fuel – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, [http://tonto.eia.doe.gov/dnav/ng/ng\\_pri\\_sum\\_dcu\\_SCA\\_m.htm](http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm), or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director.

### 1. Adjustment Due to Change in DOE CNG

The CNG Fuel Component of the Service Fees will be adjusted by the percent change, if any, between the following:

- The DOE CNG quarterly averages commencing in January of the previous year and ending in December of the previous year (averages for the fourth quarter are not available early enough to be used), and
- The DOE CNG quarterly averages commencing January of the prior previous year through December of the prior previous year.

### 2. Adjustment Due to Change in Energy Information Administration (EIA) LNG

The EIA LNG Fuel Component of the Service Fees will be adjusted by the percent change, if any, between the following:

- The EIA LNG monthly average during the 12-month period commencing March 1 of the previous year to the end of February of the current year, and
- The EIA LNG monthly average during the 12-month period commencing March 1 of the prior previous year to the end of February of the previous year.

### **3. Adjustment Due to Change in DOE Diesel**

Beginning on July 1 in the second Calendar Year after commencement of Collection and thereafter on each succeeding July 1, the Diesel Fuel Component will be adjusted by the percent change, if any, between the following:

- The DOE Diesel during the 12-month period commencing April 1 of the previous year to March 31 of the current year, and
- The DOE Diesel during the 12-month period commencing April 1 of the prior previous year to March 31 of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CNG on July 1, 2018. On July 1, 2019, the rate adjustment would compare:

- January 2018 through December 2018, and
- January 2017 through December 2017.

The rate adjustment for LNG would also not be eligible on July 1, 2018. On July 1, 2019, the rate adjustment would compare:

- March 1, 2018 through February 28, 2019, and
- March 1, 2017 through February 28, 2018.

### **E. Service Fee Adjustment for Changes in Refuse Disposal, Organics Diversion, and Manure Diversion Facility Fees**

A minimum of 12 months must elapse between Commencement Date and July 1 of the current year. The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal, Organics Diversion, and Manure Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in Contractor Documentation in Exhibit 17.

Prior to any change in designated facilities, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. Director may conditionally approve changing the Solid Waste Facilities to a more expensive facility by not allowing the increased cost to be passed down to the Customer.



The expectation is that if CONTRACTOR was awarded this CONTRACT based on a bid price for a certain facility, that facility or a less expensive one is to be continued to be used for the term of CONTRACT. CONTRACTOR can petition Director for a change to a more expensive facility for unusual circumstances, such as a facility closure or significant environmental benefit.

The annual cost is the difference of:

- Average monthly fee during the current Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that year, and
- Average monthly fee during the prior Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that year.

The above annual cost is divided by the number of Customers and divided by 12 months to determine the monthly component for Refuse Disposal, Organics Diversion, and Manure Diversion.

**1. Facilities Open to Public**

The Refuse Disposal, Organics Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for the year for Refuse Disposal, Organics Diversion, and Manure Diversion for the previous two years.

**2. Facilities Not Open to Public**

The Refuse Disposal, Organics Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for Refuse Disposal, Organics Diversion, and Manure Diversion for the previous two years.

CONTRACTOR must substantiate to the satisfaction of Director changes in tipping fees CONTRACTOR is paying at the Solid Waste Facility by submitting before March 1, monthly invoices from the Solid Waste Facility, showing the total Tons and rate paid for Disposal/Diversion.

- If CONTRACTOR owns the Solid Waste Facility, it must show the posted gate rate paid by the public that has no financial agreement with CONTRACTOR, by contract or letter-of-agreement, unless there is no posted gate rate.
- If CONTRACTOR owns the Solid Waste Facility but has no posted gate rate, CONTRACTOR must substantiate changes in tipping fees by submitting other documentation acceptable to Director.

For example, CONTRACTOR may own the Solid Waste Facility it designated for Disposal and consequently internalize Disposal costs at the Solid Waste Facility. The costs however must be adequately explained. If



CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

**3. Transfer (Trans) Loading Plus Disposal/Diversion Elsewhere**

The Refuse Disposal, Organics Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average cost for Refuse, Organics, and Manure Transferring, transporting, and Disposal/Diversion for the previous two years.

CONTRACTOR must substantiate to the satisfaction of Director fees CONTRACTOR is paying by submitting before March 1, invoices from the Solid Waste Facility, showing the total Tons and rate paid for Transfer loading, expenses for transporting to another facility, Disposal/Diversion at another facility, and any other documentation to support expenses. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

For example, CONTRACTOR may be paying the Solid Waste Facility \$10 per Ton to a Materials Recovery Facility but will have additional expenses to transport the Refuse to another facility, plus the expense for Disposal at the second facility.

**F. Service Fee Adjustment for Changes in Recyclables Diversion Facility Fees**

A minimum of 12 months must elapse between Commencement Date and July 1 of the current year. Regardless of the actual facility used by CONTRACTOR, the Recyclables Diversion Components of Net Service Fees will be adjusted for the change in Recyclables Diversion tipping fees charged at the Puente Hills Materials Recycling Facility. The annual profit/loss is the difference of:

- Average monthly fees/refunds during the current Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that period, and
- Average monthly fees/refunds during the prior Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that period.

The above annual profit/loss is divided by the number of customers and divided by 12 months to determine the monthly component for Recyclables.

**Average Tipping Fees for Commingled Recyclables  
at Puente Hills Material Recycling Facility Table**

Month 2016	Fee/Refund (per ton)	Month 2017	Fee/Refund (per ton)	Month 2018	Fee/Refund (per ton)	Month 2019	Fee/Refund (per ton)
Jan	n/a	Jan	\$12.85	Jan	\$1.09	Jan	-\$46.15
Feb	n/a	Feb	\$15.10	Feb	-\$11.58	Feb	-\$43.79
Mar	n/a	Mar	\$16.04	Mar	-\$19.98	Mar	-\$46.95
Apr	n/a	Apr	\$15.77	Apr	\$7.15	Apr	-\$46.60
May	n/a	May	\$3.63	May	\$6.67	May	-\$50.71
Jun	n/a	Jun	\$4.70	Jun	-\$16.15	Jun	-\$54.70
Jul	\$5.68	Jul	\$8.60	Jul	\$1.16	Jul	-\$63.10
Aug	\$2.84	Aug	\$14.72	Aug	-\$7.07	Aug	-\$62.15
Sep	\$2.14	Sep	-\$0.35	Sep	-\$25.87	Sep	-\$57.16
Oct	\$3.84	Oct	-\$19.72	Oct	-\$14.92	Oct	-\$61.95
Nov	\$9.47	Nov	-\$23.74	Nov	-\$29.15	Nov	-\$64.23
Dec	\$12.27	Dec	-\$2.88	Dec	-\$26.47	Dec	-\$66.34
Average	<b>\$6.04</b>	Average	<b>\$3.73</b>	Average	<b>-\$11.26</b>	Average	<b>-\$55.32</b>
		% Change	-38.31%	% Change	-402.18%	% Change	-391.30%

**G. Temporarily Discontinued Indices**

If a price or index is temporarily discontinued on the date of adjustment, the last available price or index for the required period (such as Calendar Year or another 12-month period) will be used, or other index as determined by Director.

## ATTACHMENT 7-1 – Service Fees Adjustment Example

Example assumes the following:

- Contract started 4/1/18
  - First Calendar Year of service is only 9 months
  - Rate adjustment was not eligible 7/1/18
- Initial monthly rate for basic services was \$17.00
- Rate adjustment being calculated is for 7/1/19
- Two different facilities were used for Refuse Disposal
- 40% of fleet used CNG, 60% used LNG
- County salary increase for FY2019-20 is 3.1%
- Negative expenses are a rebate (profit)

### A. Annual increase or decrease in CPI (C of Exhibit 7)

**Table A–Adjustment Due to Change in CPI**

Calculate percent change in CPI (12-month average)	03/01/17-02/29/18	221.64
	03/01/18-02/28/19	228.59
	Percent change	3.14%, but limited 3.1%

### B. Annual increase or decrease in Fuel (D of Exhibit 7)

**Table B1–Adjustment Due to Change in DOE CNG**

Calculate percent change in DOE CNG (average of quarters in year – which may vary, not quarter-to-quarter)	January, April, July, and October 2017	$(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12$
	January, April, July, and October 2018	$(2.29+2.33+2.44+2.35)/4 = 9.41/4 = 2.35$
	Percent Change	$(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85\%$
Adjustment to CNG Fuel Component (% Fleet)	40% of fleet uses DOE CNG	$0.40 \times 10.85\% = 4.34\%$

**Table B2 - Adjustment Due to Change in EIA LNG**

Calculate percent change in EIA LNG (12-month average, not month-to-month)	03/01/15-02/29/16	121.63
	03/01/16-02/28/17	153.01
	Percent Change	2.58%
Adjustment to LNG Fuel Component (% Fleet)	60% of fleet uses EIA LNG	$0.60 \times 10.85\% = 6.51\%$

### C. Changes in Refuse Disposal Tipping Fees (E of Exhibit 7)

**Table C1–Adjustment Due to Change in Refuse Disposal Tipping Fees at Facility One**

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Disposal fees	2017	\$50.00 (Apr-Dec)	x	1,838	=	$\$91,900 \div 9 \times 12 = \$122,533.33$	-
	2018	\$52.00	x	2,402	=	\$124,904.00	\$2,370.67

	Year	Cost		Customers		Monthly Adj.
Adj. to Refuse	2018	\$2,370.67	÷	7,225	÷12=	<b>\$0.03</b>

**Table C2–Adjustment Due to Change in Refuse Disposal Tipping Fees at Facility Two**

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Disposal fees	2017	\$40.00 (Apr-Dec)	x	2,220	=	\$88,800÷9x12=\$118,400.00	-
	2018	\$43.00	x	2,936	=	\$126,248.00	\$7,848.00
	Year	Cost		Customers		Monthly Adj.	
Adj. to Refuse	2018	\$7,848.00	÷	7,225	÷12=	<b>\$0.09</b>	

**Table C3–Adjustment Due to Change in Task 2 Abandoned Waste Refuse Disposal Tipping Fees**

	Year	Tipping Fee (average)		Disposal (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Disposal fees	2017	\$40.00 (Apr-Dec)	x	602	=	\$24,080÷9x12=\$32,106.67	-
	2018	\$43.00	x	825	=	\$35,475.00	\$3,368.33
	Year	Cost		Customers		Monthly Adj.	
Adj. to Refuse	2018	\$3,368.33	÷	7,225	÷12=	<b>\$0.04</b>	

**Table C4–Adjustment Due to Change in Task 2 Public Receptacle Refuse Disposal Tipping Fees**

	Year	Tipping Fee (average)		Disposal (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Disposal fees	2017	\$40.00 (Apr-Dec)	x	320	=	\$12,800÷9x12=\$17,066.67	-
	2018	\$43.00	x	415	=	\$17,845.00	\$778.33
	Year	Cost		Customers		Monthly Adj.	
Adj. to Refuse	2018	\$778.33	÷	7,225	÷12=	<b>\$0.01</b>	

**D. Changes in Organics and Manure Diversion Tipping Fees (E of Exhibit 7)****Table D1–Adjustment Due to Change in Green Waste Diversion Tipping Fees**

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Diversion fees	2017	\$35.00 (Apr-Dec)	x	1,508	=	\$52,780÷9x12=\$70,373.33	-
	2018	\$36.00	x	2,006	=	\$72,216.00	\$1,842.67
	Year	Cost		Customers		Monthly Adj.	
Adj. to Green Waste	2018	\$1,842.67	÷	7,225	÷12=	<b>\$0.02</b>	

**Table D2–Adjustment Due to Change in Manure Diversion Tipping Fees\*\***

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Diversion fees	2017	\$90.00 (Apr-Dec)	x	18	=	\$1,620÷9x12=\$2,160.00	-
	2018	\$94.00	x	25	=	\$2,350.00	\$190.00
	Year	Cost		Customers		Monthly Adj.	
Adj. to Manure	2018	\$190.00	÷	34	÷12=	<b>\$0.47</b>	

**Table D3–Adjustment Due to Change in Food Waste Diversion Tipping Fees\*\***

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Diversion fees	2017	\$120.00 (Apr-Dec)	x	1	=	\$120-9x12=\$90.00	-
	2018	\$125.00	x	2	=	\$250.00	\$160.00
	Year	Cost		Customers		Monthly Adj.	
Adj. to Food Waste	2018	\$160.00	÷	10	÷12=	<b>\$1.33</b>	

**E. Changes in Recyclables Diversion Tipping Fees (F of Exhibit 7)****Table E–Adjustment Due to Change in Recyclables Tipping Fees**

	Year	Tipping Fee (average)		Diversion (tons)		Expense/Rebate (12 months)	Prior Year Change
Calculate annual cost/rebate in Diversion fees	2017	-\$3.73 (rebate) (Apr-Dec)	x	2,288	=	-\$8,534.24÷9x12=-\$11,378.99	-
	2018	\$11.26 (fee)	x	3,171	=	\$35,705.46	\$47,084.45
	Year	Expense/Rebate		Customers		Monthly Adj.	
Adj. to Recyclables	2018	\$47,084.45	÷	7225	÷12=	<b>\$0.54</b>	

**F. Weighted Service Fee Adjustment Totals (C, D, E, and F of Exhibit 7)****Table F–Sum of Adjustments**

Service Fee Component	Calculated Adjustment		Weighted Adjustment (A3a of Exhibit 7)		Monthly Rate		Monthly Total
<b>CPI</b>	3.1%	x	60%	x	\$17.00	=	<b>\$0.32</b>
<b>Fuel</b>							
CNG	6.51%	x	5%	x	\$17.00	=	<b>\$0.06</b>
LNG	4.34%					=	<b>\$0.04</b>
<b>Refuse Disposal</b>							
Facility 1			actual			=	<b>\$0.03</b>
Facility 2						=	<b>\$0.09</b>
<b>Green Waste Diversion</b>			actual			=	<b>\$0.02</b>
<b>Recyclables Diversion</b>			actual			=	<b>\$0.54</b>
<b>Basic Service Total</b>						=	<b>\$1.10</b>

Special Services							
<b>Manure Diversion</b>			actual			=	<b>\$0.47</b>
<b>Food Waste Diversion</b>			actual			=	<b>\$1.33</b>
<b>Locking Recyclables Carts</b>	3.1%	x			<b>Bid</b>	=	
<b>Additional On-Call Pickups</b>	3.1%	x			<b>\$12.75</b>	=	<b>\$13.15</b>
<b>Container Size Exchange</b>	3.1%	x			<b>\$8.50</b>	=	<b>\$8.76</b>
<b>Container Removal</b>	3.1%	x			<b>\$17.00</b>	=	<b>\$17.53</b>
<b>Roll-Out Service</b>	3.1%	x			<b>\$8.50</b>	=	<b>\$8.76</b>
<b>Cart Cleaning</b>	3.1%	x			<b>Bid</b>	=	

**G. Task 2 County Service Fee Adjustment Totals****Table G–Sum of Adjustments**

Service Fee Component	Calculated Adjustment		Weighted Adjustment (A3a of Exhibit 7)		Monthly Rate		Monthly Total
<b>CPI</b>	3.1%	x	60%	x	\$17.00	=	<b>\$0.32</b>
<b>Fuel</b>							
CNG	6.51%	x	5%	x	\$17.00	=	<b>\$0.06</b>
LNG	4.34%						<b>\$0.04</b>
<b>Refuse Disposal</b>							
Abandoned Waste			actual			=	<b>\$0.04</b>
Public Receptacles							<b>\$0.01</b>
<b>Task 2 County Service Total</b>						=	<b>\$1.10</b>

[note]

*This example G is incomplete and will be replaced*

The awardee's Forms PW-2.1 (Task 1 Service Fees, Task 2 Service Fees, and Task 2 Emergency Service Fees for each area), will be included in the contract here as the following attachments. Allow for 7 pages per Service Area.

### ATTACHMENT 7-2 – Task 1 Service Fees

- Attachment 7-2.1 Task 1 Service Fees  
Hacienda Heights
- 

### ATTACHMENT 7-3 – Task 2 Service Fees

- Attachment 7-3.1 Task 2 Service Fees  
Hacienda Heights

### ATTACHMENT 7-4 – Task 2 Emergency Service Fees

- Attachment 7-4.1 Task 2 Emergency Service Fees  
Hacienda Heights

FORM PW-2.1

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following prices. The Bidder's rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless those specified to be furnished by Public Works. It is understood and agreed that where quantities, if any, are set forth in the below tables, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

**Task 1 Service Fees**  
**Athens-Woodcrest-Gilinda Garbage Disposal District**

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate, calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons = 0.5 cu yd.

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A)		Monthly Rate Per Refuse Unit (Set to COUNTY)
Service		(per Refuse Unit)
Monthly Rate for Basic Services, per Refuse Unit		\$
1. One 96-gallon Refuse		\$
2. One 96-gallon Recyclables		\$
3. One 96-gallon Green Waste or one 64-gallon Food Waste		\$
4. One 96-gallon Green Waste (unlimited quantities)		\$
5. Bulky Item Service (Sweep, unlimited quantities)		\$
6. Bulky Item Service (On-Call, limited quantities)		\$
Total of 1 - 6		\$
Monthly Rate for Alternative to Director's Preferred Method		\$
• One 96-gallon Refuse Cart		\$
• One 96-gallon Recyclables Cart		\$
• One 96-gallon Green Waste Cart		\$
• One 96-gallon Food Waste Cart		\$

Using the examples given below calculate your Monthly Unit Rate, Monthly Payment Rate, and Total Proposed Annual Amount. The Unit Count given is the current unit count for the Garbage Disposal District but may be revised as outlined in Section 7, Service Fees and Bidding.

	Unit Count	Monthly Unit Rate	Monthly Payment Rate	Months	Proposed Annual Amount
Example	3,059	\$ 75.4704	\$ 229,200.00	x 12	= \$ 2,750,400.00
Actual	5,508	\$ 1.14		x 12	= \$
Example	The hundred eighty-four thousand five hundred ninety-six dollars and eighty-four cents.				
Actual	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1				
Actual	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1				

\*Also referred to as Basic Service Total

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Athens-Firestone-Walnut Park GDCs

**EXHIBIT 12-D2 – Liquidated Damages**

Reference to "failure" refers to each occurrence of specified Breach (such as for each Occupant and each Occupant's Collection site, Record entry, or complaint) and not for aggregate occurrences of those Breaches (such as for all Customers and Occupants on a given route or day). Per day means each business day except as indicated.

If CONTRACTOR does not timely submit the applicable information, documentation or complete Report or incorporate comments, additions and corrections made by Director within five days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

No.	Description of Liquidated Damage	Amount
<b>CUSTOMER SERVICE</b>		
C01	For each failure to honor commitment to resolve a Customer's or Occupant's first complaint in accordance with Section 6D1.	\$100
C02	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a second complaint, in accordance with Section 6D1.	\$250
C03	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a third or more complaint, in accordance with Section 6D1.	\$500 for each subsequent complaint
C04	For each failure to enter Customer or Occupant call or e-mail into log or maintain and supply Records of complaints in accordance with Section 6D2.	\$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service).	\$100 to COUNTY per Customer plus returning 110% of overcharged amount payable to Customer
C06	If CONTRACTOR violates the nondiscrimination provisions of this CONTRACT, including Exhibit 5.	\$500
<b>CONTRACT LANGUAGE</b>		
L01	Failure to maintain an emergency number or make staff available thereat in accordance with item J1 of Section 4.	\$75 per day
L02	Failure to provide documentation for review or comment by Director or obtain any approval, consent or other permission of Director required under this CONTRACT, including: <ul style="list-style-type: none"> <li>Customer and Occupant correspondence under item F of Section 4</li> <li>Publicity materials under item G1 of Section 4;</li> <li>News releases and trade journal articles related to Solid Waste Collection services, under item G2 of Section 4</li> <li>Customer and Occupant outreach materials under item L of Exhibit 3A1.</li> </ul>	\$1,000 per occurrence and \$1,000 each calendar day before retraction or correction of misinformation identified by Director



No.	Description of Liquidated Damage	Amount
L03	Failure to timely submit documentation for review or comment by Director. This includes Section 17 and Exhibit 17 Contractor Documentation.	\$300 per occurrence plus \$100 per day late
L04	Each failure during any calendar month to return Director calls or to timely meet with COUNTY in accordance with Section 4H.	\$500
L05	Each failure to timely submit satisfactory proof of notification (mailing) in accordance with item L4b(4) of Exhibit 3A1.	\$200
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with item F of Section 1.	\$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 6B.	\$75 per day
L08	Failure to maintain electronic/paperless service in accordance with Section 6C.	\$75 per day
L09	Failure to allow Director to inspect, audit, review Records, or copy Records in accordance with Section 9C.	\$500
L10	Failure to timely submit AB 939 Records or other required Records in accordance with item E of Section 9.	\$100 per week late
REPORTING TO COUNTY		
R01	Failure to submit Monthly Reports in accordance with items A1 and B1 of Section 10.	\$100 per day
R02	Failure to submit Quarterly Reports in accordance with items 10A2 and 10B2 of Exhibit 17.	\$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 17	\$300 per day
R04	Failure to report adverse information in accordance with item C of Section 10.	\$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 17.	\$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Section 3C	\$100 per day per vehicle
SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY		
S01	For each failure to Collect Solid Waste in accordance with Section 6D3 and item B of Exhibit 3A1.	\$500 per day plus \$10 for each missed Occupant per day
S02	Failure to immediately clean up litter, spills or liquid leaks in accordance with Section 4A1, 4A2 or 4A3, respectively.	\$150 per parcel per calendar day
S03	For each failure to prevent spills or liquid leaks in accordance with Section 4A2 and 4A3.	\$500

No.	Description of Liquidated Damage	Amount
S04	For each failure to equip a Collection Vehicle with signs in accordance with item E7 of Exhibit 3A1.	\$100 per week
S05	For each occurrence of excessive noise in accordance with item A4 of Section 4.	\$300
S06	Commingling materials from outside the Service Area with Solid Waste that CONTRACTOR Collects inside the Service Area, in accordance with item I of Section 4.	\$500 per Vehicle-Occurrence
S07	For each failure to follow its Unpermitted Waste Screening Protocol in accordance with item A of Section 13.	\$500
S08	Failure to repair damage caused to private property in accordance with Part 9C of Exhibit 5.	\$150
S09	Failure of any Vehicle to deliver Solid Waste to the Solid Waste Facilities designated by CONTRACTOR in accordance with item F of Exhibit 3A1.	\$500 per Vehicle
S10	For each occurrence Collecting any Solid Waste during unauthorized hours prohibited under item B2 of Exhibit 3A1, without Director approval.	\$500 plus \$10 for each Container or Bulky Item Collected
S11	For each failure to timely provide, maintain, or repair Container in accordance with item D of Exhibit 3A1.	\$25 per day
S12	For each occurrence of failing to return emptied Container upright, or to their Set-Out Sites, or placing Container in a location that impedes pedestrian or vehicular traffic in accordance with item D5 of Exhibit 3A1.	\$250
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A1.	\$50
S14	For each occurrence of disposing of Recyclables, or mixing Recyclables or Green Waste with Refuse in accordance with item G2 of Exhibit 3A1.	\$200 per Vehicle
S15	For each failure to maintain any Vehicle in accordance with Applicable Law	\$150 per Vehicle per day
S16	For each failure to tag uncollected Solid Waste and keep a record of reason, in accordance with Section 4C	\$150
S17	For each failure to Collect Abandoned Waste within 2 Service Days of Director request, in accordance with item A of Exhibit 3A2.	\$100 per day
S18	For failure to maintain an alley segment (1 block) or a Hot Zone (1 area) on the scheduled day, in accordance with items A2 and A4 of Exhibit 3A2.	\$250 per day
S19	For each failure to Collect Solid Waste from public receptacles on the scheduled day and time or failure to maintain (clean), in accordance with item B of Exhibit 3A2.	\$50 per receptacle per missed Collection
S20	Failure to maintain and operate GPS and Video Equipment in working order, in accordance with item E9 of Section 3C.	\$100 per Vehicle per day

By placing initials below at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had many opportunities to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that this CONTRACT was made.

CONTRACTOR

Initial Here: \_\_\_\_\_

COUNTY

Initial Here: \_\_\_\_\_

## EXHIBIT 16 – Contract Service Area Information

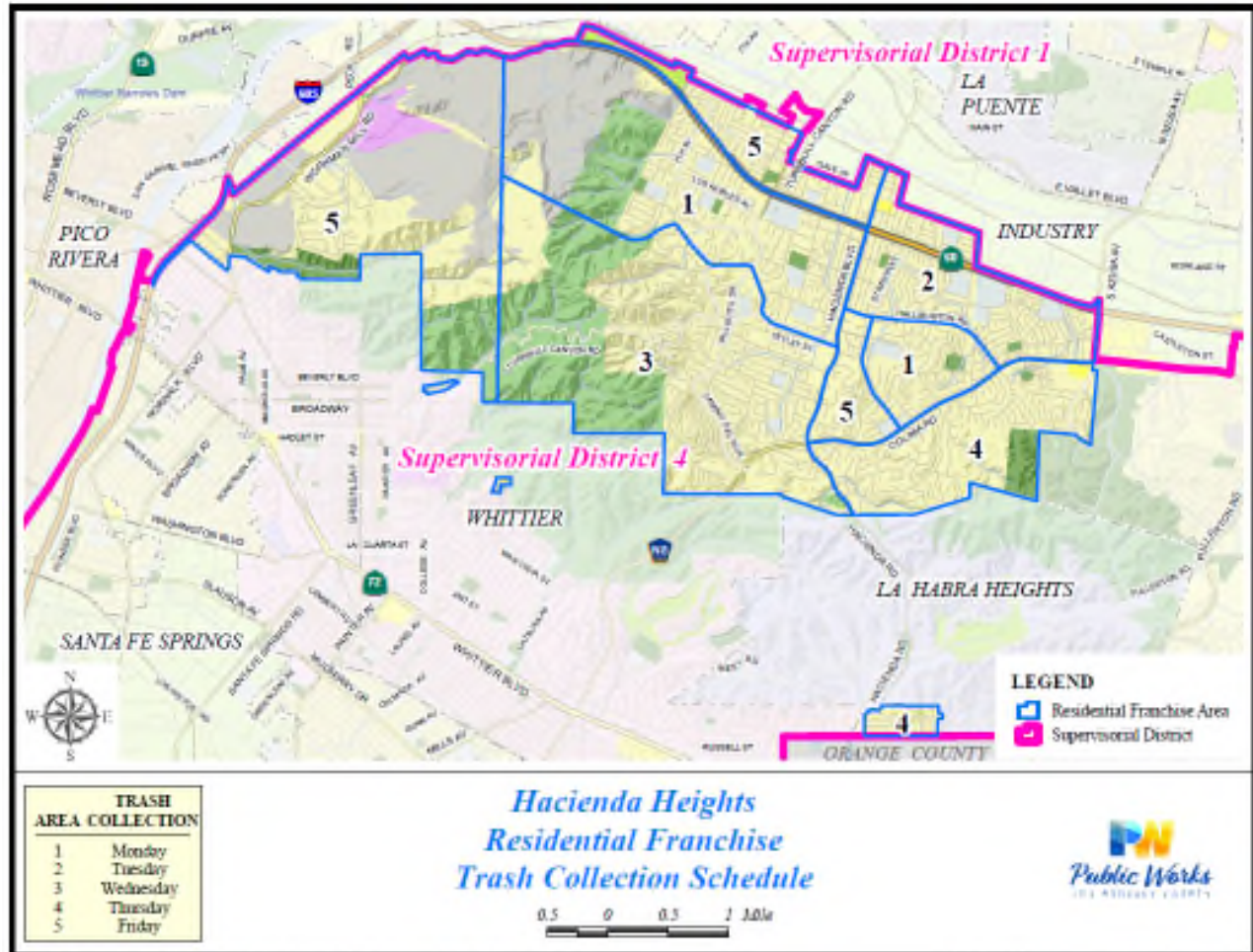
**A. Maps**

**B. Sample Graphics**

**C. Lists**

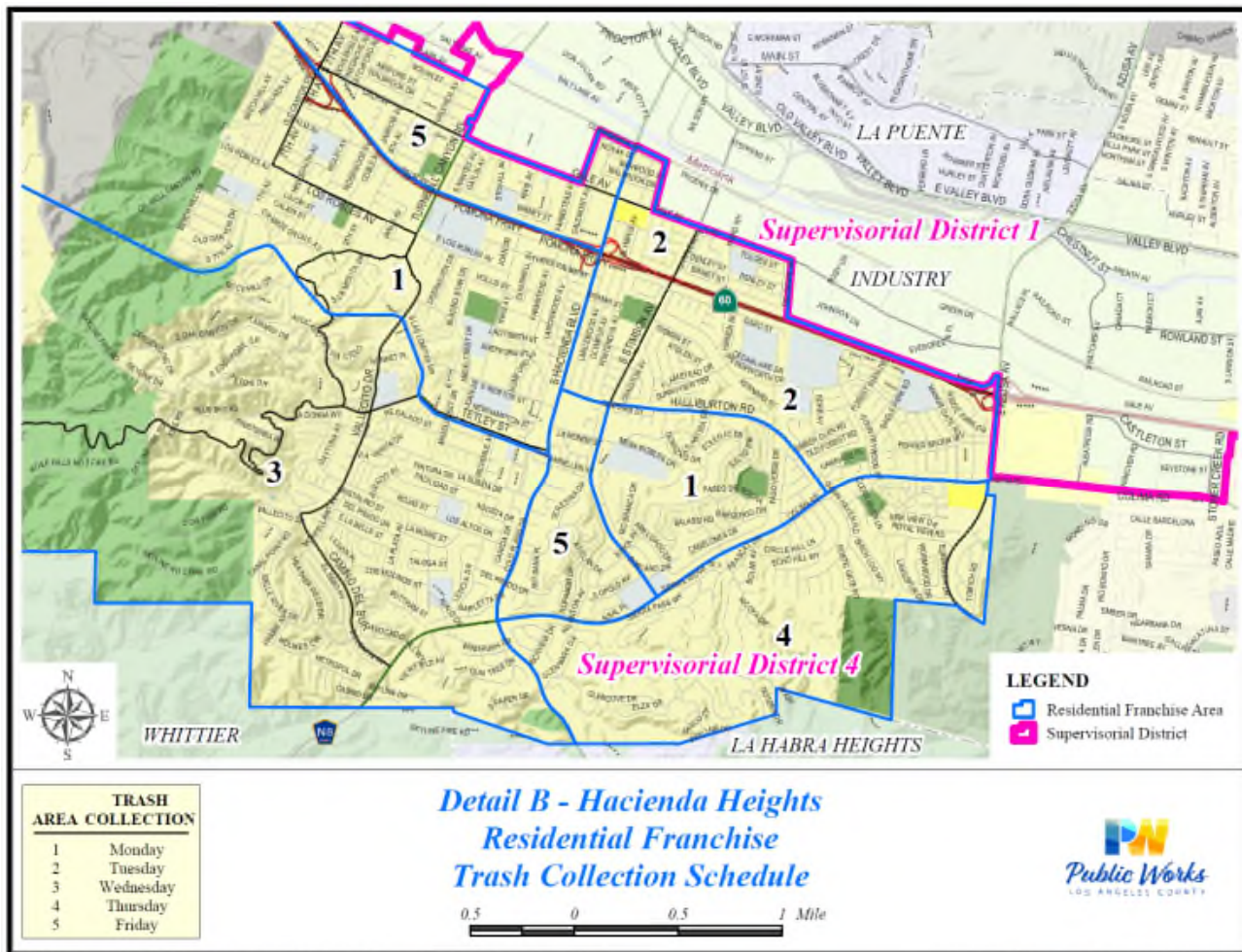
**D. Outreach**

## 16.A.1 Service Area and Collection Schedule



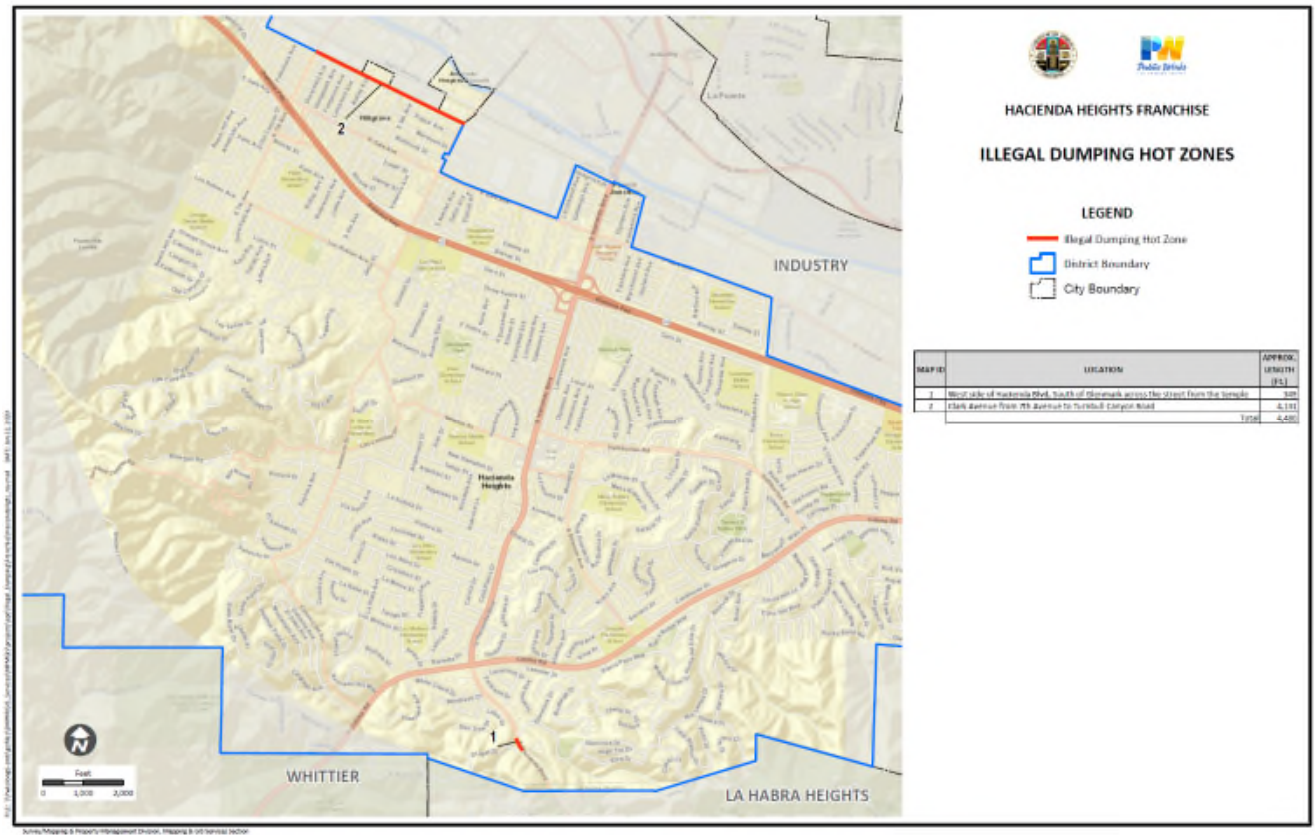






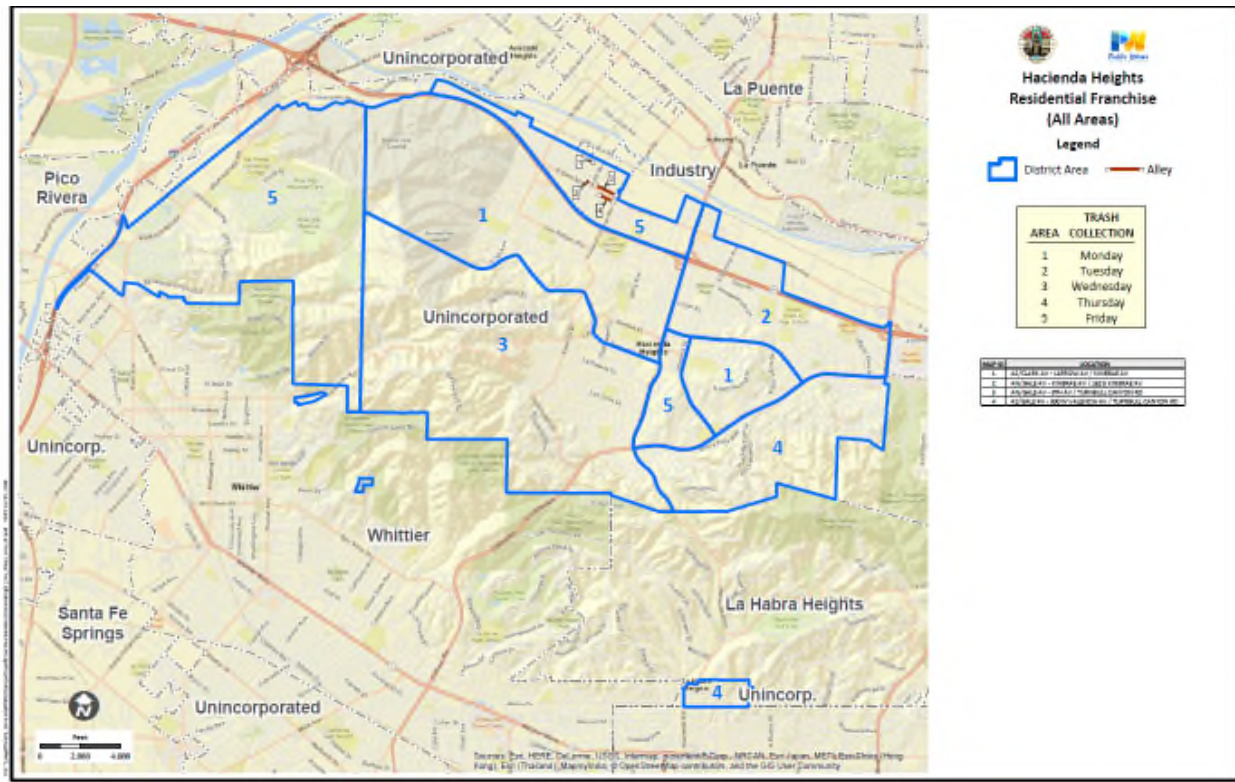


## 16.A.2 Illegal Dumping Hot Zones





### 16.A.5 Alleys



## 16.B.1 Cart Lid Labels

### TRASH ONLY / BASURA SOLAMENTE

#### ACCEPTABLE

Palm Fronds  
Household Waste

#### NOT ACCEPTABLE

Green Waste  
Recyclables  
Concrete  
Construction Debris  
\*Hazardous and  
Electronic Waste

#### ACEPTABLES

Hojas de palmeras  
Residuos domésticos

#### NO ACEPTABLES

Deshechos verdes  
Reciclables  
Concreto  
Residuos de construcción  
\*Desechos peligrosos y  
Electrodomésticos

\*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888XXX-XXXX

\*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888XXX-XXXX

### RECYCLABLES ONLY / RECICLABLES SOLAMENTE

#### ACCEPTABLE

Paper  
Aluminum  
Metal  
Cardboard  
Plastic Bottles  
Glass

#### NOT ACCEPTABLE

Garbage  
Fluids  
Batteries  
Diapers  
Green Waste  
Styrofoam  
\*Hazardous and  
Electronic Waste

#### ACEPTABLES

El localizador  
Aluminio  
Metal  
Cartón  
Botellas de plástico  
Vidrio

#### NO ACEPTABLES

Basura  
Líquidos  
Baterías  
Pañales  
Deshechos verdes  
Espuma de poliestireno  
\*Desechos peligrosos y  
Electrodomésticos

\*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888XXX-XXXX

\*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888XXX-XXXX

### GREEN WASTE ONLY / DESECHOS VERDES SOLAMENTE

#### ACCEPTABLE

Leaves  
Grass Clippings  
Branches  
Brush  
Saw Dust  
Tree Trimmings

#### NOT ACCEPTABLE

Construction Debris  
Garbage  
Palm Tree Trimmings  
Palm Fronds  
Cactus  
Rocks  
Plastic or Paper Bags  
Animal Waste  
\*Hazardous and  
Electronic Waste

#### ACEPTABLES

Hojas  
Recortes de Césped  
Ramas  
Arbusto  
Aserrín  
Recortes de árboles

#### NO ACEPTABLES

Residuos de construcción  
Basura  
Recortes de palmeras  
Hojas de palmeras  
Nopal  
Piedra  
Bolsas de plástico o papel  
Desechos de mascotas  
\*Desechos peligrosos y  
Electrodomésticos

\*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888 XXX-XXXX.

\*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888 XXX-XXXX

**WARNING**  
**NO SCAVENGING**  
**DO NOT REMOVE MATERIALS**  
**PUNISHABLE BY FINE UP TO \$5,000**

Los Angeles County Code § 20.72.196  
California Public Resources Code § 41953

**ADVERTENCIA**  
**NO SE PERMITE**  
**REMOVER MATERIALES**  
**RECICLABLES**  
**SE APLICARAN MULTAS HASTA \$5,000**

Código del Condado de Los Angeles § 20.72.196  
Código de los Recursos Públicos de California § 41953



### 16.B.3 Vehicle Billboards



## Item 16.C.1 - Street and Alley Miles

Franchise	Street Miles	Alley Miles
Hacienda Heights	233.00	0.50

Please note that the proposer is still responsible for independently investigating service conditions in this area.

## 16.C.5 Customer Information

Name of Residential Franchise Area	Number of Customers	Number of Containers of Each Size					
		Number of Refuse Carts			Number of Recyclables Carts		
		96-Gallon	64-Gallon	36-Gallon	96-Gallon	64-Gallon	36-Gallon
Hacienda Heights	14,454	14,547	249	779	14,052	417	251

Name of Residential Franchise Area	Number of Containers of Each Size					
	Number of Green Waste Carts			Number of Manure Carts		
	96-Gallon	64-Gallon	36-Gallon	96-Gallon	64-Gallon	36-Gallon
Hacienda Heights	16,114	236	103	0	41	0

Name of Residential Franchise Area	Customers with Senior Discount	Extra Services			Extra Containers		
		Number of Customers Subscribed to Hard-to-Service	Number of Customers Subscribed to Roll-Out Service	Manure Service	Number of Customers with 1 Extra Refuse Cart	Number of Customers with 1 Extra Recyclables Cart	Number of Customers with 1 Extra Green Cart
Hacienda Heights	1,733	650	110	37	1039	594	2,417

**Item 16.C.6 - Tonnages \***

Name of Residential Franchise Area	Solid Waste (in tons) Collected in 2016			Solid Waste (in tons) Collected in 2017			Solid Waste (in tons) Collected in 2018			Solid Waste (in tons) Collected in 2019		
	Refuse **	Recyclables	Green Waste	Refuse **	Recyclables	Green Waste	Refuse **	Recyclables	Green Waste	Refuse **	Recyclables	Green Waste
Hacienda Heights	18,249	2,870	8,983	19,689	3,023	9,185	21,043	2,593	7,438	20,612	2,805	8,621

Name of Residential Franchise Area	Annual Clean-Up Tonnage (in tons)				Abandoned Waste Tonnage (in tons)			
	2016	2017	2018	2019	2016	2017	2018	2019
Hacienda Heights	285	311	154	415	1.16	2.95	11.65	10.64

\* The information contained in this table was reported by the current franchisee. However, the proposer is still responsible for independently investigating service conditions in these areas.

\*\* These numbers include a portion of the bulky items that was disposed. Please note that information regarding the total number and actual tonnage of bulky items collected is not available.

## 16.D.1 County and Contractor Letters

### County Letter

(County Letterhead)

XXXX XX, 2017

Dear Property Owner/Tenant:

#### **TRASH COLLECTION SERVICE FOR (NAME OF SERVICE AREA)**

**The County of Los Angeles Board of Supervisors recently awarded (NAME OF NEW WASTE HAULER) an exclusive seven-year franchise to provide trash collection and recycling services in carts to all single-family and two-unit residential properties within the unincorporated communities of (NAME OF SERVICE AREA) commencing on XXXX XX, 2017.** As the administrator of the franchise, Public Works is committed to enhancing the quality of service in your community.

I am pleased to report that the monthly basic rate for standard service will be lowered to \$XX.XX. Please refer to the fact sheet in back of this letter for more information regarding your new service. In addition, (NAME OF NEW WASTE HAULER) will send a welcome packet further explaining the new services as well as information regarding the collection of current carts and delivery of new carts. All outstanding bills to your current waste hauler, (NAME OF OLD WASTE HAULER), should be paid by XXXX XX, 2017.

Multifamily properties (three units or more, condominiums and town homes) and commercial properties have the option to receive their trash and recycling services by continuing bin/dumpster service through their existing hauler, subscribing with any of the County's authorized commercial franchise hauler, or may receive the new franchise cart service by contacting (NAME OF NEW WASTE HAULER) at the number below.

In addition, to ensure a successful and smooth transition, (NAME OF NEW WASTE HAULER) will be conducting community meetings in order to provide additional information and answer questions. Further details to these meetings will be provided by (NAME OF NEW WASTE HAULER) in the upcoming weeks and will also be posted at our website at [www.CleanLA.com](http://www.CleanLA.com).

If you have any questions, please call our franchise hotline at 1(888) CLEAN LA (253-2652), Monday through Thursday, 7 a.m. to 5 p.m. You may also contact (NAME OF NEW WASTE HAULER) Customer Service Department at (800) XXX-XXXX, Monday through Friday, 7 a.m. to 5 p.m. and Saturday, 8 a.m. to 12 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works

STEVEN E. MILEWSKI  
Senior Civil Engineer  
Environmental Programs Division

CW:





## County of Los Angeles Department of Public Works

### (NAME OF SERVICE AREA) TRASH COLLECTION FRANCHISE



#### ***When will the new franchise waste collection services begin?***

The new services are scheduled to begin XXXX XX, 2017.

#### ***Who will be my new waste hauler?***

(NAME OF NEW WASTE HAULER) will be your new waste hauler.

#### ***How was the new waste hauler selected?***

The County utilizes a competitive process in selecting a waste hauler. Invitations are sent to all permitted waste haulers to submit proposals. The proposals are then evaluated based on specified criteria such as proposed rate, work plan, experience, financial strength, and other factors. This process ensures quality service at competitive rates.

#### ***What will my new rate be under the new agreement?***

Beginning on (DATE OF FIRST DAY OF SERVICE), the rates will be \$XX.XX per month for basic service and \$XX.XX per month with senior discount (for qualifying seniors). These rates will be fixed for at least the first year of service.

#### ***What if I have questions?***

Call (NAME OF NEW WASTE HAULER) Customer Service Department at (800) XXX-XXXX, call the County at 1(888) CLEAN LA (253-2652), or attend the community meetings.

#### ***What service features are included in the basic rate?***

All (NAME OF NEW WASTE HAULER) customers receive:

- Once a week automated refuse, green-waste and recyclables collection service
- One 96-gallon trash cart, one 96-gallon green-waste cart, and one 96-gallon recyclables cart (carts smaller than 96-gallon are available upon request)
- One extra green-waste cart and/or one extra recyclable cart free of charge, upon request
- Additional carts beyond the allotted free carts can be requested at the low rate of \$5 per month
- Holiday Tree curbside collection service
- Annual curbside clean-up event (including electronic waste) for residential customers
- Four (4) on call pick-ups a year of bulky items
- Four (4) on call pick-ups a year of excess green-waste in bags and bundles
- Four (4) on call pick-ups a year of excess trash in bags
- SHARPS collection and disposal services for needle, lancets, etc. upon request
- Roll-out service for qualifying elderly and/or disabled customers, upon request
- 25 percent senior discount for heads of household 62 or older who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 35-gallon cart for trash
- Collection and disposal of abandoned waste found in alleys and public right-of-ways
- Mulch and compost giveaways

# Contractor Letter

(Waste Hauler Letterhead)

Dear Customer:

The County of Los Angeles Board of Supervisors recently awarded an exclusive seven-year franchise agreement to (NAME OF NEW WASTE HAULER) to provide trash collection and recycling services in carts to all single-family and two-unit residential properties within the (NAME OF SERVICE AREA) franchise area. Effective (XXXXXX XX, 2017), (NAME OF NEW WASTE HAULER) will be the new waste hauler for your community. We look forward to providing you the highest quality of solid waste and recycling services.

Standard services will include three new 96-gallon carts: one black for household trash, one blue cart for recyclables, and one green cart for green waste at a monthly rate of \$XX.XX per month, a savings of XX%. As a (NAME OF NEW WASTE HAULER) customer, you are also entitled to free on-call bulky item collections four times per year, holiday tree collection, and curbside community cleanups. Senior residents may be eligible for a 25% discount if they meet the criteria. For a summary of your new services and rates, enclosed are the Rate Sheet and Terms and Conditions. Please contact our Customer Service Department for additional information or to request special services such as roll-out/back yard service, discount (senior), smaller 64 or 32-gallon carts, or extra carts.

Your new 96-gallon carts will be delivered between the hours of 6:00 am to 6:00 pm on one of your trash collection days during the period of XXXXXX XX, 2017 through XXXXXX XX, 2017. Removal of your (NAME OF OLD WASTE HAULER) carts will occur simultaneously the same day. If delivery and removal do not occur by 6:00 pm, please take in your (NAME OF OLD WASTE HAULER) carts and remember to continue taking them out and leaving them at curbside up to 6:00 pm on the following trash collection day until they are removed and new (NAME OF NEW WASTE HAULER) carts are delivered. Please begin using your new (NAME OF NEW WASTE HAULER) carts as you receive them and (NAME OF OLD WASTE HAULER) will service them until October 31, 2014. (NAME OF NEW WASTE HAULER) will begin service under the new franchise agreement on XXXXXX XX, 2017.

To better provide residents with information regarding services under the new franchise agreement and answer questions that residents may have, (NAME OF NEW WASTE HAULER) will be conducting community information meetings. These meetings will be held at the (NAME OF LOCATION AND ADDRESS), on the following dates:

- Thursday, XXXXXX XX, 2017, at 6:00 p.m.
- Saturday, XXXXXX XX, 2017, at 10:00 a.m.

(NAME OF NEW WASTE HAULER) is a family owned and operated local solid waste and recycling company serving Southern California since 1986. Our ownership is three generations strong with a combined total of close to 100 years' experience in the waste and recycling industry, and we look forward to providing your solid waste and recycling needs. We greatly appreciate the opportunity to provide quality service in your community.

Should you have any questions or concerns, please contact us toll-free at XXX-XXX-XXXX Monday through Friday from 7:00 am to 5:00 pm and Saturdays from 8:00 am to 12:00 pm.

Sincerely,  
(NAME OF NEW WASTE HAULER)

## 16.D.2 Non-Collection Notice

Hauler Logo

### NON-COLLECTION NOTICE

Your container was not collected due to the reasons checked below. Please contact (Waste Hauler Name) customer service when corrections have been made.

- ☐ 1. Unpermitted waste such as household hazardous waste, electronic waste, batteries, and fluorescent tubes were placed in the containers. Contact the County of Los Angeles hotline at 1(888) Clean LA or visit their website at [www.CleanLA.com](http://www.CleanLA.com) for more information.
- ☐ 2. Due to unsafe service conditions.
- ☐ 3. ALL waste must be inside containers provided to you with the exception of pre-arranged bulky or excess item pick-ups.
- ☐ 4. Your containers or bulky item waste was not set out at the collection set out site.
- ☐ 5. Your container exceeds weight limitations (Waste Hauler to provide maximum weight restrictions for each size of cart and/or dumpster).
- ☐ 6. Your account is past due.
- ☐ 7. Premises are not safely accessible to vehicles.
- ☐ 8. Your recyclables (blue) container is contaminated with trash and/or green waste, and/or manure.
- ☐ 9. Your organics container is contaminated with trash and/or recyclables, and/or manure.
- ☐ 10. Your trash container is contaminated with manure.
- ☐ 11. Your manure container is contaminated with trash and/or recyclables, and/or organics.
- ☐ 12. Other: \_\_\_\_\_

If the above is corrected by 12:00 p.m. today, please contact our customer service department at (Waste Hauler Telephone Number) and we will return and collect today at no charge.

## 16.D.3 Terms and Conditions

### TERMS AND CONDITIONS

**What We Will Collect.** We will collect residential refuse, green waste, and recyclables in carts we provide, within one week of your requesting services. You must place refuse, recyclable materials, and organics in the appropriate carts. Materials placed outside of carts will not be picked up unless previous arrangements have been made.

**When Carts are Allowed at Set-Out Site.** Carts must only be placed at the set-out site for collection within the hours 5:00 p.m. on the day before scheduled collection and 8:00 p.m. on the day of collection or 2 hours after collection, whichever is later.

**We Will Not Collect Hazardous Waste.** State law prohibits disposal of hazardous materials and certain electronic devices in your trash. These include: most paints, pesticides, petroleum derivatives such as motor oil and solvents, electronic devices such as cathode ray tubes (as in TV and computer monitors), LCD and plasma screens. Other items banned from disposal include: batteries, thermostats, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, calculators, aerosol cans, fluorescent lights, and certain mercury-containing devices. If these items are identified in your trash, your cart will be tagged and not serviced. Certain electronic devices may be separately collected. For additional safe and legal disposal options, call 1(888) CLEAN LA or visit [www.CleanLA.com](http://www.CleanLA.com).

**When We Will Collect.** We will make collections once a week between the hours of 6:00 a.m. to 6:00 p.m. on the same day of the week (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed during the holiday week by one day (Friday customers will have their collection on Saturday). The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 3:00 p.m. or on the next collection day if you call after 3:00 p.m.

**How Much We Will Charge.** We will charge all our customers the rates shown on the Rate Sheet for standard services and any additional requested services.

**Where We Will Pick Up.** On your scheduled collection day, except if you have roll-out service, you must place your carts at the agreed set-out site with carts facing the street and 18 inches apart from each other. Handles and wheels must be facing the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

**How to Request Replacement for Stolen Carts.** We will replace stolen carts within 7 days of customer's request. Carts will be replaced without additional charge provided the customer submits a police report. Otherwise, customer will be charged a fee.

**How to Receive Roll-Out Service.** We can bring your carts out to the pickup point, at no additional charge, for residential customers who certify they are not able-bodied or are elderly (over the age of 62) and have no able-bodied person residing in their household. Roll-out service will be provided to these customers during their weekly collection of trash, recyclable materials, and organics, as well as during the annual curbside clean-up event, holiday tree pick-ups, and additional on-call pickups. These services are also available to any other customer upon request at the charge listed on the rate sheet. We will ask you to sign a waiver of damage liability and/or indemnification prior to providing this service.

**How to Change to Different Sized Carts.** If you have space restrictions at your container storage or set-out site, you may request alternatives to 96 gallon carts, in the same aggregate capacity, free of charge.

**Difficult to Service.** At a charge listed on the rate sheet, this service is available to difficult to service areas, such as cul-de-sacs or hills, where automated collection vehicles cannot safely drive or to any other customer upon request.

**Weight Limitations of Carts.** The weight limit for each automated cart is as follows: 96 gallon cart = XXXX lbs., 64 gallon cart = XXXX lbs., 32 gallon cart = XXX lbs. If carts are found to be over these weight limits, they will be tagged and not serviced.

**Annual Curbside Clean-Up Event.** We will conduct a Clean-Up Event once per year wherein we will collect unlimited amounts of bulky items, excess solid waste, up to 2 passenger car or pickup truck tires, and certain electronic devices free of charge. We will collect construction and demolition debris only if they are in up to two bags, containers, or bundles each weighing 70 pounds. Notification containing details of the Annual Clean-Up Event will be sent to customers at least two weeks in advance.

**Holiday Tree Pickups.** We will collect your holiday trees (such as Christmas trees and Hanukkah bushes) placed at the curb on your regular scheduled collection day during the period of three weeks following December 25<sup>th</sup>. You must strip them of ornaments, garlands, tinsel, flocking and staves.

**On-Call Bagged Green Waste Pickups.** We will collect extra green waste set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Green waste must be in bags or bound bundles less than 4 feet in length, up to 10 bags/bundles per pickup, four times per year at no additional charge.

**On-Call Bagged Refuse Pickups.** We will collect extra refuse set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Refuse must be in bags, up to 5 bags per pickup, four times per year, at no additional charge.

**On-Call Pickups of Bulky Items.** We will collect bulky items set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Bulky items will be picked up at no additional charge up to 4 times per year with a maximum of 10 items per pickup. Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items) and construction and demolition debris in up to two 70-pound containers.

**Additional On-Call Pickups of Bulky Items.** We will collect bulky items, in excess of four times per year, on your next regularly scheduled pickup day, at the charges listed on your rate sheet, if you call us at least 24 hours in advance.

**Additional Customer Options Regarding Reyclables.** Customers may donate or sell any or all of their recyclables to persons other than this waste hauler.

**When You Must Pay.** Residents are billed for services three months in advance. We mail you your bill on or after the first day of your billing period, for example, on April 1 for the billing period of April, May, and June. Your bill is due no later than the last day of the first month, for example, on April 30. If we do not receive payment by the last day of the second month, for example, on May 31, your bill will become delinquent and an additional 10% fee will be added to the balance. We may terminate your service if you do not timely pay your service fees. There will be a charge of \$25.00 for interruption of service and a \$25.00 fee on returned checks.

**Customer Termination Rights and Right To Self-Haul.** You may terminate service without cause at any time by giving us 21-day notice. You also have the right to self-haul your waste instead of subscribing to our service.

To receive additional information regarding these terms and conditions or your service, please call us toll-free at 1-888-XXX-XXXX between 7am and 5pm weekdays, except holidays and from 7am to 12pm on Saturday. You may come to our office located at (WASTE HAULER ADDRESS) or you may mail correspondence to our office address. If we do not satisfactorily resolve any complaint, you may call the County at 1-888-CLEAN LA (or 253-2652).




Thank you for allowing (WASTE HAULER NAME) to serve you!



## 16.D.4 Service Brochure

### Residential

<p><b>HOLIDAY TREE COLLECTION</b> Collection of holiday trees (i.e., Christmas trees, Hanukkah bush, etc.) from the curb on regularly scheduled collection day.</p> <p><b>ANNUAL CURBSIDE CLEANUP</b> A cleanup event scheduled once per year wherein all bulky items, excess trash, and excess green waste will be collected from the curb.</p> <p><b>MOVE IN/MOVE OUT</b> Bulky items, up to a maximum of 10 items per pickup, will be collected within 14 days of customer account being opened or closed.</p> <p><b>SHARPS COLLECTION</b> Upon receiving request from customer, up to four Sharps containers per year will be provided, along with a pre-paid postage container to mail back filled Sharps containers for disposal.</p> <p><b>MULCH AND COMPOST EVENTS</b> A drive-up event wherein customers can receive mulch and/or compost. Dates and details of the events will be announced two weeks in advance.</p> <p><b>ROLL-OUT SERVICES</b> For qualified elderly and disabled customers, carts will be rolled out from customer's storage to the collection vehicle then back to storage at no additional cost. This service is available for other customers, upon request, for a charge listed on the rate sheet.</p> <p><b>HOUSEHOLD HAZARDOUS WASTE COLLECTION FOR ELDERLY AND DISABLED</b> Upon request from qualified customer, household hazardous waste will be collected from set-out site agreed upon with the customer.</p>	<p><b>WHO TO CONTACT</b></p> <p><b>WASTE HAULER</b></p> <p>For service questions or requests: Please contact your waste hauler.</p> <p><b>PUBLIC WORKS</b></p> <p>For general or environmental questions or for customer service complaints: 1(888) CleanLA or www.CleanLA.com</p>	<p><b>A Guide to Trash Service</b></p>  <p><b>Residential Trash and Recyclables Program</b></p> <p>Unincorporated Los Angeles County Communities</p>	<p><b>BASIC SERVICES INCLUDED</b></p> <p><b>WASTE COLLECTION</b> Automated collection of trash, recyclables, and organics each week on a regular collection day(s).</p> <p><b>CARTS</b> Set of one 64-gallon black, one 96-gallon blue, and one 96-gallon green cart are provided.</p> <p><b>EXTRA CARTS AT NO ADDITIONAL CHARGE</b> Upon request, One additional 96-gallon blue and/or one additional 96-gallon green carts.</p> <p><b>ALTERNATIVE SIZE CARTS</b> Upon request, if you have space limitations, you may receive either 64 or 32-gallon carts.</p> <p><b>BULKY ITEM PICK-UP</b> Up to four times per year, with a maximum of 10 items per pickup, bulky items (i.e., refrigerators, couches, etc.) will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> <p><b>EXCESS TRASH PICKUP</b> Up to four times per year, with a maximum of 5 bags per pickup will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> <p><b>EXCESS GREEN WASTE PICKUP</b> Up to four times per year, with a maximum of 10 bags or bundles per pickup will be collected upon a minimum of 24-hour notice by calling our customer service department.</p>
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<p><b>Black Cart is for Trash</b></p>  <p>Your <b>BLACK</b> cart is for trash. Do not place trash in the Blue Recycling or Green Organics cart or it will not be collected. Additional trash carts are available, upon request, for a surcharge listed on the rate sheet. If your cart is damaged, it will be repaired or replaced at no charge.</p> <p><b>DO NOT place the following materials in the black carts:</b></p> <ul style="list-style-type: none"> <li>Batteries</li> <li>Construction and Demolition Debris</li> <li>Electronic Waste</li> <li>Fluorescent Bulbs</li> <li>Green Waste</li> <li>Infectious Waste</li> <li>Oil</li> <li>Paint</li> <li>Pesticides</li> <li>Recyclables</li> <li>Tires</li> </ul> <p>For information on proper disposal of household hazardous waste, please call 1(888) Clean LA or visit the County's website at <a href="http://www.CleanLA.com">www.CleanLA.com</a>.</p>	<p><b>Blue Cart is for Recyclables</b></p>  <p>Your <b>BLUE</b> cart is for recyclables. One additional Recyclable cart is available upon request, at no additional charge.</p> <p><b>Recyclable items include:</b></p> <ul style="list-style-type: none"> <li>Aluminum and metal</li> <li>Aluminum cans</li> <li>Aluminum foil</li> <li>Brochures</li> <li>Catalogs</li> <li>Cardboard</li> <li>Computer paper</li> <li>Glass</li> <li>Glass bottles and jars</li> <li>Junk mail</li> <li>Magazines</li> <li>Mixed paper</li> <li>Newspaper</li> <li>Paper</li> <li>Paper tubes</li> <li>Plastic soda or water bottles</li> <li>Tissue boxes</li> <li>Phone books</li> <li>#1 - #7 Plastic bottles</li> <li>Used envelopes</li> </ul> <p><b>REMINDER:</b> Please do not put trash in the Blue or Green carts</p>	<p><b>Green Cart is for Green Waste</b></p>  <p>Your <b>GREEN</b> cart is to be used for green waste materials only. Please do not place bagged green waste in the green cart.</p> <p><b>Green waste items include:</b></p> <ul style="list-style-type: none"> <li>Branches</li> <li>Bush</li> <li>Grass clippings</li> <li>Leaves</li> <li>Tree trimmings</li> </ul> <p><b>DO NOT place the following materials in the black carts:</b></p> <ul style="list-style-type: none"> <li>Animal waste</li> <li>Cactus</li> <li>Construction debris</li> <li>Garbage</li> <li>Palm fronds</li> <li>Palm tree trimmings</li> <li>Plastic or paper bags</li> </ul>	<p><b>FREQUENTLY ASKED QUESTIONS</b></p> <p><b>Who do I call to request services such as bulky item collection or replacement of damaged carts?</b></p> <p>All service requests, including replacement of damaged carts, must be made directly with the waste hauler.</p> <p><b>What happens if my waste hauler mixes my recyclable materials with the trash?</b></p> <p>Waste haulers are required to collect separately the trash, recyclable materials, and green waste. If you observe your waste hauler mixing recyclables or green waste with trash, we request that you please contact Public Works. Haulers found in violation may be fined for each occurrence. To ensure contract compliance, Public Works will have inspectors assigned to monitor trash collection in your area.</p> <p><b>Who can I call if I have a complaint about the trash collection services I receive?</b></p> <p>Residents are encouraged to contact the waste hauler first to resolve issues concerning the delivery of service. If the waste hauler fails to resolve any issue, please contact Public Works.</p> <p><b>How will the County ensure the residents receive quality service from the hauler?</b></p> <p>The County will monitor compliance with the service standards prescribed by the trash collection agreement and ensure residents receive quality service. Waste haulers who fail to meet these standards may be assessed fines or have their agreement terminated by the County for poor performance.</p>
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# Multi-Family

## Request a Consultation

### Solicite una Consulta

We offer FREE on-site evaluations aimed at increasing recycling and reducing waste generated on your premises. The visit will help customize recycling and containers to meet your needs.

Ofrecemos GRATIS una visita a sus instalaciones para determinar cómo puede reciclar más y reducir la basura que genera. Durante la visita también identificaremos el programa de reciclaje y los contenedores de basura más adecuados a sus necesidades.

**Important Notice:** If you do not use Republic Services as your trash collection provider, you could be incurring an additional and unnecessary expense since trash collection services required by the County of Los Angeles in your Garbage Disposal District are paid for by the property owner as a service fee charge on the parcel's property tax bill. Please also note the County does not provide service fee reimbursements to property owners who choose to receive services from a different waste hauler. Please call 800-299-4898 for further information or assistance.

**Aviso importante:** Si usted no ocupa a Republic Services como su proveedor para el servicio de la recolección de basura, es posible que esté incurriendo un gasto adicional e innecesario ya que los servicios de recolección de basura requeridos por el Condado de Los Angeles en su distrito de desecho de basura son cubiertos por el dueño de la propiedad como un cargo por cuenta de servicio incluido en la factura de los impuestos de la propiedad. Por favor tenga en cuenta que el Condado no da reembolsos a los dueños de propiedades que eligen recibir los servicios de un proveedor diferente. Por favor llame al 800-299-4898 para recibir más información o ayuda.

To request containers, services, bulky item pick-up, or consultation, contact:

Para solicitar contenedores de basura, servicios, recolección de artículos grandes o una visita a sus instalaciones, por favor llame al:

### Customer Service

Departamento de Servicio al Cliente



REPUBLIC SERVICES

800-299-4898

site.republicServices.com/site/los-angeles-ca

As your waste hauler, we are ready to meet your trash and recycling needs. Read this brochure about our services and the new state mandatory recycling law.

12345 Telegraph Rd.  
Santa Fe Springs, CA 90670



## MULTI-FAMILY RECYCLING SERVICES

for Multi-Family units within the Belvedere Garbage Disposal District.  
para unidades de multi-familiares dentro del Distrito de Desecho de Basura de Belvedere.



REPUBLIC SERVICES

800-299-4898

site.republicServices.com/site/los-angeles-ca.com

reduce waste and increase recycling

## The Law States:

### La Ley Estipula:

To conserve diminishing landfill space and natural resources, California adopted Assembly Bill 341, which sets a Statewide recycling goal of 75% and mandates recycling in the commercial sector. Effective July 1, 2012, businesses that produce at least 4 cubic yards of trash a week must participate in recycling through one of the following:

- Subscribe to service that collects recyclables separately
- Send materials to a mixed waste processing facility that diverts recyclables
- Self-haul your own recyclables

Para ahorrar espacio en los vertederos y conservar recursos naturales, California ha aprobado la propuesta de la asamblea 341, la cual establece una meta o la ley del estado de reciclaje del 75% para el sector comercial. A partir del primero de julio del 2012, todas las unidades, multi-familiares (de más de cinco unidades) deben contar con un programa de reciclaje a través de una de estas opciones:

- Contratar un servicio que recoge reciclables por separado
- Enviar los reciclables a una empresa que acepte basura mezclada y separe los reciclables, a
- Transportar sus propios reciclables

## Our services include:

### Nuestros servicios incluyen:

- Trash collection  
Recolección de basura
- FREE recyclables collection  
Recolección GRATIS de reciclables
- Recycling containers  
Contenedores para los reciclables
- Site visit consultation  
Visitas a sus instalaciones
- Recycling guides  
Guías para el reciclaje
- Bin Exchanges



## What Items Are Recyclable?

### Yes

- Plastic (#1-7)  
Plásticos (#1-7)
- Glass bottles  
Botellas de vidrio
- Aluminum & steel cans  
Latón de aluminio y hojalata
- White & colored paper  
Papel blanco y de colores
- Newspapers, Magazines, catalogs  
Perifoneos, revistas, catálogos
- Paperboard, cardboard  
Cartón, cartoncillos
- Junk mail, envelopes  
Publicidad postal, sobres



## Why recycle? ¿Por qué reciclar?

- It conserves natural resources and landfill space.  
Para ahorrar espacio en los vertederos y conservar recursos naturales
- It protects the environment  
Para proteger al medio ambiente

### No

- Waxed paper cups  
Vasos de papel encerado
- Styrofoam  
Productos de Unisol
- Plant material  
Plantas y similares
- Waxed cardboard  
Cartoncillos de papel encerado
- Plastic binders  
Carpapas de plástico
- Carbon paper  
Papel carbon
- Food wrappers  
Envolturas para comida
- Paper towels  
Toallas de papel
- Photographs  
Fotografías
- Hazardous waste  
Basura tóxica del hogar



- It is mandatory for multi-family dwellings (5 or more units)  
Porque es obligatorio para unidades multi-familiares (de 5 a más unidades)

## Available container sizes

### Tamaños de contenedores disponibles

As a Belvedere GDD customer, you are entitled to free recycling collection based on your parcel size and refuse unit allotment.

Por ser cliente de GDD Belvedere, tiene derecho a una recolección gratis de reciclajes de acuerdo al tamaño de su parcela y a la unidad de desecho designada.



1-3 cubic yard containers  
1-3 contenedores por las cubiadas

OR



96-gallon carts  
when space is tight  
carritos de 96 galones cuando el espacio es limitado

If you have any questions please contact:  
Si usted tiene alguna pregunta, por favor comuníquese:

800-299-4898



residential & multi-family dwellings

## 16.D.5 Rate Sheet

(WASTE HAULER LOGO)

### Rate Sheet

XXXX 1, XXXX

To Our Valued (NAME OF SERVICE AREA) Customer:

The County of Los Angeles Board of Supervisors awarded (NAME OF WASTE HAULER) a contract to provide trash collection services in the (NAME OF SERVICE AREA) unincorporated community. The term of this contract is 7 years with two 2-year renewal options for a potential total contract term of eleven years. The initial 7-year term commenced on XXXX 1, 20XX and will end on XXXX 31, 20XX.

Customers will be charged the rates shown below on a quarterly basis. (NAME OF WASTE HAULER) bills for services three months in advance. To request additional services or if you have any questions or concerns, please do not hesitate to call (WASTE HAULER NAME) customer service department, Monday thru Friday 8:00 a.m. to 5:00 p.m. or Saturday 8:00 a.m. to 1:00 p.m., at 1-800-XXX-XXXX.

**Basic Service Fee:** \_\_\_\_\_ \$XX.XX/quarter (\$XX.XX/month)

**Basic Service Fee with Senior Discount <sup>(1)</sup>:** \_\_\_\_\_ \$XX.XX/quarter (\$XX.XX/month)

<sup>(1)</sup> A Senior Discount of 25% will be given to residents who meet the following criteria: head of household, 62 or older, and who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 32-gallon cart for trash.

**Additional Services and Surcharges:** These services are available upon request.

Manure Service \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Bear-Resistant Cart \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Recyclables Cart with Gravity Lock \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Additional Containers Above Basic Service, each: \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Additional (more than four/year) on-call collection of bulky items, excess trash, and excess green waste \$XX.XX/collection (\$XX.XX/quarter with senior discount)

Difficult to Service: For any customer who requests this service or for difficult-to-service residential premises (such as hills or cul-de-sacs where collection vehicles cannot safely drive): \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Roll-out/backyard service: This service means (WASTE HAULER NAME) brings containers to the curb to be serviced by collection vehicle and returned to the back yard or other designated location for an additional fee of:

For Qualifying Customers:	Free
Minimum Service (0 to 10 Feet):	\$XX.XX/quarter (\$XX.XX/quarter with senior discount)
Full Service (11 Feet to 50 Feet):	\$XX.XX/quarter (\$XX.XX/quarter with senior discount)
Extended Full Service:	\$XX.XX/quarter (\$XX.XX/quarter with senior discount)



**MONTHLY**  
**DISPOSAL QUANTITY REPORTING**  
**FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS**  
**For Use by Solid Waste Enterprises/Recyclers/Waste Haulers**

## FORM C

**Hauling Company Name:** \_\_\_\_\_

Facility Address: \_\_\_\_\_

Phone No.: (                    ) \_\_\_\_\_

**Facility Contact Person (Print):** \_\_\_\_\_

Signature: \_\_\_\_\_

**Hauling Company Waste Collection Permit No.:** \_\_\_\_\_

(Issued by L.A. County Dept. of Health Services)

Reporting Period (Month / Year): \_\_\_\_\_ / \_\_\_\_\_

If the company doesn't have a Waste Collector Permit, please explain: \_\_\_\_\_

	Residences	Multi-Family	Businesses
<b>Total Number Served by Refuse Collection:</b>			
<b>Total Number Participating in Recycling Program:</b>			
<b>Total Number Participating in Green Waste Program:</b>			

**\*ALL QUANTITIES MUST BE REPORTED IN TONS\***

[illegible]

Recycling Facilities Utilized for Quantities Diverted: \_\_\_\_\_

**Notes:**

1. This form must be used by solid waste enterprises/waste haulers operating in Los Angeles County to quantify the amount of solid waste and recyclable material collected from customers in the Los Angeles County.
2. No later than one month after the end of a reporting period (a calendar month), complete this form and forward to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460. 1-800-320-1773
3. A copy of this form and all data used to complete this form must be retained by the facility owner/operator for a period of three years, and shall be made available for review during business hours.
4. C & D denotes Construction and Demolition Debris.
5. CEW denotes Covered Electronic Waste; CRT denotes Cathode Ray Tube.
6. Special Waste denotes material types such as asbestos, ash, auto bodies, auto shredder waste, household hazardous waste and containers, industrial sludge, and sewage sludge.





CUSTOMER SERVICE CALL LOG

For Los Angeles County Unincorporated Areas

For Use by Residential Franchise/Garbage Disposal District/Commercial Trash Collection Franchise Waste Haulers

FORM L

Waste Hauler Name\*: \_\_\_\_\_

Waste Hauler Address: \_\_\_\_\_

\_\_\_\_\_

Contract Type\*: \_\_\_\_\_

Residential Franchise Area / Garbage Disposal District Name: \_\_\_\_\_

Reporting Period\*: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Site Address			Date of Call* (MM/DD/YYYY)	Time of Call* (HH:MM)	Customer Information			Nature of Call <sup>1</sup> (Use Codes Listed Below)	Issue/Complaint*	Call Taken By*	Date of Resolution* (MM/DD/YYYY)	Resolution/Action Taken*
Street Number*	Street Address*	Zip Code <sup>C</sup>			Account Number*	Customer Name*	Phone Number					

\* : Required field

C : Required field for Commercial Trash Collection Franchise Waste Haulers only.

1 : Required fields - Use Codes for Nature of Call: **A** - Billing Inquiries and Disputes, **B** - Complaints, **C** - Property Damage, **D** - E-Waste Removal Request, **E** - General Info, **F** - Bulky Items Removal Request, **G** - Collections, Missed Collections, and Related Issues, **H** - Container Related, **I** - Message From Driver/Supervisor, **J** - Service Cancellation/Termination Issues

NOTE: Examples for **General Info** include service related requests such as for Sharps containers, roll-out service, etc. Examples for **Message From Driver/Supervisor** include calls regarding discrepancies about a bulky item pick up scheduled and driver did not see any bulky items when arriving at the scene



Monthly  
SOLID WASTE COLLECTION (TASK 2) FORM  
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS  
For Use by Residential Franchise/Garbage Disposal District Waste Haulers

Hauling Company Name: \_\_\_\_\_

Reporting Period (Month / Year): \_\_\_\_\_

Facility Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

Signature: \_\_\_\_\_

GDD or Residential Franchise Area	Trash/Bulky Items (Tons)			E-Waste (Tons)			Tires (Tons)			Grand Total Disposed	Grand Total Diverted	Grand Total Collected	Public Receptacles (Total Tons Collected)	Mattresses (Total Quantities Collected)
	Disposed	Diverted	Total Collected	Disposed	Diverted	Total Collected	Disposed	Diverted	Total Collected					
Total														
Facility Materials Taken To:														
Disposed														
Diversion														

[illegible]

<sup>1</sup> Under the "Type of Material Collected" column, dropdown options with slashes indicate that materials were collected in separate loads.

## **EXHIBIT 17 – Contractor Documentation**

All documentation listed below is to be attached to CONTRACT as Exhibit 17. Use of Director provided templates is required where applicable.

### **A. Notice to Director Required**

#### **1. CONTRACTOR's Permit and Permit Application**

Include all Permits required by County Code (such as a waste collector Permit from COUNTY Department of Public Health) or other Applicable Law.

#### **2. No Longer Used**

#### **3. Container Specifications**

Include Container capacity options, color, manufacturer's orders and invoices, label content and placement (item D of Exhibit 3A1).

#### **4. Vehicle Specifications**

Include vehicle identification number, model, make, year, purchase order (if applicable) and fuel type.

#### **5. Subcontractors**

Include Subcontractors' names, the amount of Goods or Services less than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests; but excluding Director-approved Subcontractors (Part 9M of Exhibit 5).

#### **6. Office Address**

See Section 6A and Section 6B1, Contractor Office Hours.

Green Waste Quarantine Zone Agreement with CDFA

### **B. Director Consent Required**

#### **1. Form of Non-Collection Notice (Section 4C)**

Include any Green Waste exclusions.

#### **2. Waiver of Liability**

Include form of any waiver of liability (Section 4B1) and form of any Indemnification (Part 4 of Exhibit 5)

3. **Terms and Conditions Summary (item L1 of Exhibit 3A1)**

4. **Unpermitted Waste Screening Protocol (Section 13)**

5. **Acknowledgment**

Receipt of fact sheets relating to form of Nonemployee Injury Report (Part 4B6 of Exhibit 5) and Safely Surrendered Baby Law (Part 12B2 of Exhibit 5).

6. **Insurance and Performance Assurance (Part 4 of Exhibit 5 and Section 15)**

7. **Internal Revenue Service Notice 1015 (Part 12B1 of Exhibit 5)**

8. **CONTRACTOR's EEO Certification (Part 12D3 of Exhibit 5)**

9. **No longer used**

10. **Sharps Collection (item H6 of Exhibit 3A1)**

11. **Mulch and Compost Giveaway Program (item H7 of Exhibit 3A1)**

12. **No longer used**

13. **Director-Approved Subcontractors**

Include Subcontractors' names, the amount of Goods or Services more than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests (Part 9M of Exhibit 5).

14. **Backup Service Plan (Section 11C)**

15. **Key Personnel (Section 4J)**

With contact information (name, address, Office and mobile phone numbers, e-mail address)

a. ***ALL CONTRACTOR MANAGERS (see definition of "Contractor Manager" in Attachment 5-10A)***

b. ***AUTHORIZED REPRESENTATIVE OF CONTRACTOR (Part 9H of Exhibit 5)***

c. ***SERVICES SAFETY OFFICIAL (Part 12E1 of Exhibit 5)***

16. **Route Maps**

Route maps are to indicate all starting and ending points.

**17. Facilities and Solid Waste Facilities**

Designated by CONTRACTOR (item F of Exhibit 3A1), including the following information:

- Name, location, owner, and operator, with telephone contact;
- Types of materials accepted and rejected; and
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample Reports.
- Reasons for changing the facility designation in the future;

CONTRACTOR may designate a new facility that has higher fees than the prior facility, but it may not pass increased costs to its Customers or the COUNTY by increasing the Service Fee. The Service Fee will not be adjusted to compensate CONTRACTOR if costs at the new facility are greater than those at the prior facility. Item E of Exhibit 7 is not applicable.

**18. Additional CONTRACTOR Commitments**

Those made in its proposal for procurement of this CONTRACT (item M of Exhibit 3A1).

**19. Transition Roll-Out Plan (item K of Exhibit 3A1)**

**20. Difficult to Service Occupants (Item O of Exhibit 3A1)**

CONTRACTOR must explain to Director:

- Why CONTRACTOR proposes changes Service Specifications for an address on Director's difficult-to-service list under Item O of Exhibit 3A1, and
- What changes CONTRACTOR will make for alternative Collection, such as different Collection Vehicle or manual Collection.

**21. Movement of Green Waste**

CONTRACTOR shall comply with all Applicable Laws regarding transportation of Green Waste, including the California Department of Food and Agriculture's (CDFA's) regulations that quarantine certain types of Green Waste and restrict its movement. See the following website for more information: (<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>).

CONTRACTOR shall give Director a copy of either of the following:

- Application to CDFA for the agreement
- The completed CDFA agreement