COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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IN REPLY PLEASE
REFER TO FILE: BRC-1

October 25, 2017

NOTICE OF REQUEST FOR PROPOSALS FOR THE EXCLUSIVE FRANCHISE CONTRACTS FOR THE AREAS OF SOUTH WHITTIER, AVOCADO HEIGHTS, AND SANTA MONICA MOUNTAINS (2017-FA033)

PLEASE TAKE NOTICE that the Department of Public Works (Public Works) requests proposals for the contracts for the Exclusive Franchise Areas of South Whittier, Avocado Heights, and Santa Monica Mountains (2017-FA033). Public Works may award up to a total of three contracts for these areas: one for South Whittier, one for Avocado Heights, and one for Santa Monica Mountains. Each area will be evaluated and awarded separately. These contracts have 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 Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/brcd/servicecontracts/ or may be requested from Mr. David Pang at (626) 458-7167 or dpang@dpw.lacounty.gov or Ms. Anna Leung at (626) 458-4072 or aleung@dpw.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://dpw.lacounty.gov/brcd/servicecontracts.

Public Works' "Business Opportunities" Website Registration:

All interested proposers for this RFP are strongly encouraged to register at http://dpw.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 a County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.

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

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. **A separate proposal guaranty must be submitted for each area that the proposer is submitting a proposal for.**

PLEASE NOTE THAT PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREAS PRIOR TO PROPOSAL SUBMISSION.

A Proposers' Conference will be held on **Friday, November 3, 2017, at 9 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, CA 91803, in Conference Room C. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified.** Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing

and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Tuesday, November 28, 2017, at 5:30 p.m. Please direct your questions to Mr. Pang at (626) 458-7167 or Ms. Leung at (626) 458-4072.

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) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 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:jl
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Enc.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

THE EXCLUSIVE FRANCHISE CONTRACTS FOR THE AREAS OF SOUTH WHITTIER, AVOCADO HEIGHTS, AND SANTA MONICA MOUNTAINS SERVICES (2017-FA033)

Approved 10/24/17, 2017
MARK PESTRELLA
Director of Public Works

By: _____
Deputy Director

REQUEST FOR PROPOSALS
FOR
THE EXCLUSIVE FRANCHISE CONTRACTS FOR THE AREAS OF
SOUTH WHITTIER, AVOCADO HEIGHTS, AND
SANTA MONICA MOUNTAINS SERVICES (2017-FA033)

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SECTION 1

SUMMARY

The County of Los Angeles Department of Public Works (Public Works), acting on behalf of the County of Los Angeles (County), requests proposals for the exclusive Contract for three Service Areas, South Whittier, Avocado Heights, and Santa Monica Mountains, 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, 2018, for the areas of South Whittier, Avocado Heights, and Santa Monica Mountains; 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

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE. Proposals received from Proposers not signed-in as attending this conference will be rejected as nonresponsive**. Proposers are encouraged to be prepared to ask questions concerning the RFP, Contract requirements, specifications, and terms and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in County not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarification and/or answers concerning this solicitation through an addendum and/or informational update to all who attend the conference.

B. Minimum Mandatory Requirements

Interested and qualified Proposers who can demonstrate their ability to successfully provide the required services outlined in Part II in the Contract of this RFP, are invited to submit a proposal provided they meet the following requirements 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 County 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.

A separate Proposal Guaranty must be submitted for each area that the Proposer is submitting a proposal for.

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:

County of Los Angeles Department of Public Works
Business Relations and Contracts Division, 8th Floor
Attention Mr. David Pang or Ms. Anna Leung
P.O. Box 1460
Alhambra, CA 91802-1460

E-mail: dpang@dpw.lacounty.gov or aleung@dpw.lacounty.gov
Telephone: (626) 458-7167 or (626) 458-4072

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, Director, 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. Addendums shall be made available to each person or organization that attended the Proposers' Conference. 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 Director. 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 Contractors should carefully read the Defaulted Tax Program Ordinance, Attachment 9. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit 5, Additional Contract Language, Part 11.C, Compliance with Laws and Regulations. 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 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 a Certification of Compliance with the County's Defaulted Tax 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 Contractor will be required to comply with the indemnification provisions contained in Part II, Exhibit 5, Additional Contract Language, Part 4, Indemnification and Insurance Requirements. The Contractor will be required to

procure, maintain, and provide 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 Contractor will be required to comply with the State of California's (State) Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all State 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, Exhibit 5, Additional Contract Language, Part 10, Definitions and 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 Part II, Exhibit 5, Additional Contract Language, Part 3.H, 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 five 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. A "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 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 less 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, 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 Director 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 Director's decision will be final.

L. <u>County's Preference Programs</u>

County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in 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 program to exceed fifteen percent (15%) 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 Director 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 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 the County Los Angeles for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in the County Los Angeles and b) has revenues and employee sizes that meet the States' Department of 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. Director will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the 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 is 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 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 Part II, Exhibit 5, Additional Contract Language, Part 8, Transfer of Contract, 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

The State'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 State public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in the State. 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, must 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 that they now do not receive or raise charitable contributions regulated under the State's 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, 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. 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 Contract, 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 Lobbyist Ordinance.

4. Dates and times of the Proposers' Conference and 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 County's web-based vendor registration system to facilitate the Contract award process. Registration can be

accomplished online via the Internet by accessing County's home page at https://camisvr.co.la.ca.us/webven/default.asp and by clicking 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 Subcontractor 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 Utilization

When requested by Director, the Contractor shall provide to Director, via methods specified by Director, 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, and e-mail address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Business Enterprise (DVBE), Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE), 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, the Contractor shall indicate, via methods specified by the Director, 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 the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Part II, Sample Contract, Exhibit 12-D2, Liquidated Damages, and that the Contractor shall be liable to the County for said amount. If in the judgment of Director, or his/her designee, the 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 Part II, Sample Contract, Exhibit 12-D2, Liquidated

Damages, may deduct and withhold liquidated damages from County's final payment to the Contractor.

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

On October 4, 2016, the Board 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 County's Zero-Tolerance Human Trafficking provision as defined in Part II, Exhibit 5, Additional Contract Language, Part 3.Q, 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.

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 Director'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 material 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 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." 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 relevant 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 each Service Area.

Each Service Area will be awarded and evaluated independently. Proposers may submit a proposal for one or more Service Areas. Proposers may submit one proposal package for multiple Service Areas. However, the Work Plan must be customized for each 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 6, 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 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 Part II, Exhibit 5, Additional Contract Language, Part 4, Indemnification and Insurance Requirements, of this RFP 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 RFP 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-2.1	Proposed Net Rate for Exclusive Contract for the Service Area of South Whittier
PW-2.2	Proposed Net Rate for Exclusive Contract for the Service Area of Avocado Heights
PW-2.3	Proposed Net Rate for Exclusive Contract for the Service Area of Santa Monica Mountains
PW-3.1	Net Rate Proposal
PW-3.2	Cost Substantiation of Net Rate
PW-4.2.1	Attachment 7-2.1 Task 1 Service Fees, South Whittier
PW-4.2.2	Attachment 7-2.2 Task 1 Service Fees, Avocado Heights
PW-4.2.3	Attachment 7-2.3 Task 1 Service Fees, Santa Monica Mountains
PW-4.3.1	Attachment 7-3.1 Task 2 Service Fees, South Whittier
PW-4.3.2	Attachment 7-3.2 Task 2 Service Fees, Avocado Heights
PW-4.3.3	Attachment 7-3.3 Task 2 Service Fees, Santa Monica Mountains
PW-4.4.1	Attachment 7-4.1 Emergency Service Fees, South Whittier
PW-4.4.2	Attachment 7-4.2 Emergency Service Fees, Avocado Heights
PW-4.4.3	Attachment 7-4.3 Emergency Service Fees, Santa Monica Mountains
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	Proposer's Compliance with the Minimum Requirements of the RFP
PW-19	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
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-24.1	Proposer's Compliance with Updated Collection Schedules Affirmation – South Whittier
PW-24.2	Proposer's Compliance with Updated Collection Schedules Affirmation – Avocado heights
PW-24.3	Proposer's Compliance with Updated Collection Schedules Affirmation – Santa Monica Mountains
PW-25.1	Equipment Specification/Productivity Assumptions for the Exclusive Contract for the Service Area of South Whitter
PW-25.2	Equipment Specification/Productivity Assumptions for the Exclusive Contract for the Service Area of Avocado Heights
PW-25.3	Equipment Specification/Productivity Assumptions for the Exclusive Contract for The Service Area of Santa Monica Mountains
PW-26	Contractor's Industrial Safety Record

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-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-19	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-26	Contractor's Industrial Safety Record

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. **A separate proposal guaranty must be submitted for each area that the Proposer is submitting a proposal for.** 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

1. Proposals shall be submitted with **seven** complete sets of the proposal that includes all related information in the following formats:

   - Paper: One original and four copies.
   - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
     - One original electronic copy.
     - One redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the proposal, such as Social Security numbers.

Please note: The two electronic copies of your proposal will **not** be used for evaluation purposes. The evaluators will evaluate the content of the original hard copies of the submitted proposal only. Proposers are responsible to include paper copies of all information, including information on the electronic copies, to the hard copies of the proposal for such information to be evaluated.

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

2. Submit Proposals to:

County of Los Angeles Department of Public Works
Cashier's Office, Mezzanine Floor
900 South Fremont Avenue
Alhambra, CA 91803

Place proposals in a package that clearly identifies the Proposer and this RFP. Proposals are only accepted when received and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.

4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of County, Public Works, or any Special District.

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 co-partnership, 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 one 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 County Code, Director 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. Director may declare a Proposer to be non-responsible 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 the 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 non-responsibility and/or non-responsiveness. 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 non-responsibility and/or non-responsiveness 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 non-responsibility and/or non-responsiveness.

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) Public Works receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Public Works 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 County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, 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 County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the County Code and each County Lobbyist is **not** on the Executive Offices' List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with 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 County Code, the County may debar the Proposer from bidding or proposing on, being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the Director 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, any other public entity, 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 five years, that Proposer 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. Director 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 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, the Contractor Hearing Board will provide a 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 the 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-26, Contractor's Industrial Safety Record form provided. Non-submission or an adverse finding as to the Proposer's safety record, may be cause for rejection of the Proposal on the basis of non-responsibility and/or non-responsiveness.

N. Qualification 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 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 non-responsibility and/or non-responsiveness 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 non-responsibility and/or non-responsiveness.

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 State laws 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 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, Attachment 8, of this solicitation document and is also available on the Internet at 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. 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. Consultant Independent

Proposers that assisted the County in developing or preparing a solicitation document, pursuant to a consultant Contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

U. 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.

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 based on the evaluation criteria in Part I, Section 5.E, Evaluation Criteria, whose proposal provide(s) the most beneficial program and price with all other factors considered. Director retains the right to select a proposal other than the proposal receiving the highest number of points, if Director 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 Contract within 14-calendar days of receipt. 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 until 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, 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 three exclusive Contracts to one or more Proposers. A single Proposer may be awarded one, two, or three exclusive Contracts. The proposed Contract may be submitted to the Board for consideration and possible approval.

2. Director may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of the 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. Director reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful proposal(s).

4. Director may make on-site inspections of Proposer's current jobs and/or facilities.

5. Director, 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. Director may utilize the services of appropriate experts to assist in the evaluation process.

7. Director will evaluate and award each area separately.

D. Pass/Fail Review

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

1. 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.

2. 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-18, Proposer's Compliance with the Minimum Mandatory Requirements.

3. Proposer and Subcontractors, if any, have completed and signed all appropriate forms and Proposer has completed and signed Form PW-2, (Proposed Net Rate), Form PW-3.1 (Net Rate Proposal), Form PW-3.2 (Cost Substantiation of Net Rate), Form PW-4.2 (Task 1 Service Fees), and Form PW-4.3 (Task 2 Service Fees), and Form PW-4.4 (Emergency Service Fees).

Proposer failing to provide completed and signed Form PW-2, (Proposed Net Rate), Form PW-3.1 (Net Rate Proposal), PW-3.2 (Cost Substantiation of Net Rate), Form PW-4.2 (Task 1 Service Fees), and Form PW-4.3 (Task 2 Service Fees), and Form PW-4.4 (Emergency Service Fees) at the time of proposal submission, will result in the immediate rejection of the proposal as nonresponsive.

4. 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.

5. Submit a copy of Proposer's audited financial statements, which are prepared in accordance with Part I, Section 3.A.10. If audited financial statements are not available, the Proposer shall submit copies of reviewed financial statements prepared and certified by an independent CPA or an accounting firm for the most current three full fiscal years.

   In addition, the Proposer must be able to demonstrate its financial capabilities to provide all the services contemplated in the Exclusive Contract as well as equipment required in the performance of the work. The Proposer's annual gross business income in the latest financial statement prepared and certified by an independent CPA or an accounting firm, shall be no less than three times the proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) 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.

   In lieu of submitting the above requested audited or reviewed financial statements at the time of proposal submission, Proposer may complete and submit Form PW-22, Delivery of Audited/Reviewed Financials to County.

9. 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.

10. Proposer is signed-in as attending the Proposers' Conference.

11. Proposal was time-stamped by the Cashier prior to the deadline for submission of the proposal. Any proposal without a Public Works time-stamp verifying that the deadline for submission has been met, will be rejected.

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. Proposed Net Rate (60 points) (Form PW-2)

Public Works will compare the Proposer's proposed Monthly Net Rate (Item 1) quoted in Form PW-2 with other Proposer's proposed Monthly Net Rate (Item 1). The Proposer with the lowest proposed Monthly Net Rate (Item 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 Monthly Net Rate (Item 1) by each other Proposer's proposed Monthly Net Rate (Item 1), and

b. Multiply the result by the maximum possible points (60 points).

For example, four proposals of $15.00, $14.50, $13.75, and $13.50 might be submitted.

i. $13.50 is awarded 60 points
ii. $13.50/$13.75 X 60 points = 58.91 points
iii. $13.50/$14.50 X 60 points = 55.86 points
iv. $13.50/$15.00 X 60 points = 54.00 points

The Proposal with the lowest proposed monthly net rate may not necessarily be awarded the Contract.

2. Task 2 Price (5 points) (Form PW-2)

The proposed price 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 proposed price 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 Price for Task 2 quoted in the Proposed Net Rate (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 Price for Task 2 by each other Proposer's Total Proposed Annual Price for Task 2 and multiply the result by the maximum possible points for this evaluation criterion. The proposal with the lowest Total Proposed Annual Price for Task 2 may not necessarily be awarded a Contract.

3. Work Plan (18 points) (Part 1, Section 3.A.6)

Each Service Area will be awarded and evaluated independently. Proposers may submit a proposal for one or more Service Areas. Proposers may submit one proposal package for multiple Service Areas. However, the Work Plan must be customized for each Service Area.

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 each 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 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. 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.

8. Additional Criteria

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

F. Negotiation

Director reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the Director, to achieve the most beneficial program and price for Director. Director, 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 Director.

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 below in paragraph C, Solicitation Requirements Review. 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, Director has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, Director reserves the right to make an award when it is determined to be in the best interest of Director to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise are provided, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review 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 Director not receiving the best possible responses from prospective Proposers.

5. The Solicitation Requirements Review will be completed and Director's determination will 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 Director determines that a bid/proposal is disqualified due to non-responsiveness, Director shall notify the Proposer in writing.

2. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the time-frame specified in the written determination.

3. A request for a Disqualification Review may, in Director's sole discretion, be denied if the request does not satisfy all of the following criteria:

   a. The person or entity requesting a Disqualification Review is a Proposer.
   b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).
   c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal non-responsiveness 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, Director will notify the remaining Proposers in writing, that Director is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the time-frame specified in the letter. A request for a Debriefing may, in Director's 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 Director may inform the requesting Proposer of its relative ranking.

3. During or following the debriefing, Director will instruct the requesting Proposer of the manner and time-frame in which the requesting Proposer must notify Director of its intent to request a Proposed Contractor Selection Review if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

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 Director. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Director will notify the remaining bidders in writing that Director is entering negotiations with another bidder. Director will instruct the remaining bidders of the manner and time-frame in which each remaining bidder must notify Director 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 person or entity requesting a Proposed Contractor Selection Review is a Proposer.

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

3. 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. Director 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. Director 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.

4. The request for a Proposed Contractor Selection Review sets-forth sufficient detail to demonstrate that, but for Director's alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored proposal, as the case may be.

5. Upon completing the Proposed Contractor Selection Review, Director 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 Process

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 person or entity requesting review by a County Independent Review, is a Proposer.

   b. The request for a review by a County Independent Review, is submitted timely (i.e., by the date and time specified by Director).

   c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review, as listed in paragraph G above.

3. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Director, which will provide a copy to the Proposer.

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9	DEFAULTED PROPERTY TAX REDUCTION PROGRAM

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: , 2017	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

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:

DECLARANT INFORMATION

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:

PROPOSER INFORMATION

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):

Sole proprietor	Name of Proprietor:	
A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
A general partnership:	Names of partners:	
A limited partnership:	Name of general partner:	
A joint venture of:	Names of joint venturers:	
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? No 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? No 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? No 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:	

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF SOUTH WHITTIER (2017-FA033)

TASK 1 Services

Proposer proposes the following monthly net rate (rate minus Franchise Fee) per customer for satisfying performance obligations required by the Contract including, without limitation, *basic weekly collection services* comprised of:

(1) One 96-gallon ***refuse*** cart,

(2) One 96-gallon ***recyclables*** cart, plus a second 96-gallon cart upon customer request,

(3) One 96-gallon ***green waste*** cart, plus a second 96-gallon cart upon customer request, and

required in Sections D of Exhibit 3A1 of the Contract and *Special Services* required in Section H of Exhibit 3A1 of the Contract, without surcharge.

ITEM 1: (This amount to be used in Form PW-3.1)
Proposed Monthly Net Rate for Basic Service Per Customer $ _____

ITEM 2:
Monthly Rate Per Customer (includes 10 percent Franchise Fee) no more than $_____

Example: $21.50 (Proposed monthly net rate for basic service per customer)

Monthly Rate per Customer: $21.50 ÷ 0.90 = $23.89

NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

TASK 2 Services

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

The clean-up, collection, transportation, disposal, and management of discards, as specified within the public road right-of-way in unlimited quantities including alleys, streets, parkways sidewalks, and Hot Zones within the Service Area.

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF SOUTH WHITTIER (2017-FA033)

Services	Estimated Quantities		Monthly Rate		Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A1,2,3)					
• Alleys (3.27 miles)	141.14 miles	X	$_____/mile	X12	$_____
• Parkways, Sidewalks, Streets (137.87 miles)	50 incidents	X	$50 per 4 cy if more than 4 cy, per incident	X12	$30,000
Abandoned Waste Daily Collection (Exhibit 3A2 A4) Tons of waste estimated since this was not previously tracked by Hot Zone	5 locations				
• Hot Zones					
○ Monitoring All Locations	3692 feet	X	$_____/foot	X12	$_____
○ Waste Collection	50 tons	X	$_____/ton	X12	$_____
• Additional Hot Zones in the future (up to 25% more length)					
○ Monitoring All Locations	923 feet	X	$_____/foot Rate same as above	X12	$_____ (25% of above)
○ Waste Collection	13 tons	X	$_____/ton Rate same as above	X12	$_____ (25% of above)
Public Receptacles (Exhibit 3A2 B)					
• Standard or Solar Compactors (assume Collection twice-per-day, 6 days per week)	0		n/a		$0
• Additional public receptacles in the future (up to 125% more receptacles)	0		n/a		$0
			Total Proposed Annual Price for Task 2:		$____

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

FORM PW-2.1

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF SOUTH WHITTIER (2017-FA033)

LEGAL NAME OF PROPOSER		
PRINT 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	FACSIMILE	E-MAIL

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF AVOCADO HEIGHTS (2017-FA033)

TASK 1 Services

Proposer proposes the following monthly net rate (rate minus Franchise Fee) per customer for satisfying performance obligations required by the Contract, including, without limitation, *basic weekly collection services* comprised of:

(1) One 96-gallon ***refuse*** cart,

(2) One 96-gallon ***recyclables*** cart, plus a second 96-gallon cart upon customer request,

(4) One 96-gallon ***green waste*** cart, plus a second 96-gallon cart upon customer request, and

required in Sections D of Exhibit 3A1 of the Contract and *Special Services* required in Section H of Exhibit 3A1 of the Contract, without surcharge.

ITEM 1: (This amount to be used in Form PW-3.1)
Proposed Monthly Net Rate for Basic Service Per Customer $ _____

ITEM 2:
Monthly Rate Per Customer (includes 10 percent Franchise Fee) no more than $_____

Example: $21.50 (Proposed monthly net rate for basic service per customer)

Monthly Rate per Customer: $21.50 ÷ 0.90 = $23.89

NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

TASK 2 Services

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

The clean-up, collection, transportation, disposal, and management of discards as specified within the public road right-of-way, in unlimited quantities, including alleys, streets, parkways sidewalks, and Hot Zones within the Service Area.

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF AVOCADO HEIGHTS (2017-FA033)

Services	Estimated Quantities		Rate	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A1,2,3) • Alleys (0 miles) • Parkways, Sidewalks, Streets (44.71 miles] • Estimated annual tons (25 tons)	30 incidents	X	$_____ /4 cy per incident (>4 cy requires photos)	$_____
Abandoned Waste Daily Collection (Exhibit 3A2 A4) • Hot Zones o Monitoring All Locations o Waste Collection • Additional Hot Zones in the future (up to 25% more length) o Monitoring All Locations o Waste Collection	0 locations 0 feet 0 tons n/a n/a		 n/a n/a n/a n/a	 $0 $0 $0 $0
Public Receptacles (Exhibit 3A2 B) • Standard or Solar Compactors (assume Collection twice-per-day, 6 days per week) • Additional public receptacles in the future (up to 125% more receptacles)	0 0		n/a n/a	$0 $0
			Total Proposed Annual Price for Task 2:	$

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

LEGAL NAME OF PROPOSER		
PRINT 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	FACSIMILE	E-MAIL

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF SANTA MONICA MOUNTAINS (2017-FA033)

TASK 1 Services

Proposer proposes the following monthly net rate (rate minus Franchise Fee) per customer for satisfying performance obligations required by the Contract, including, without limitation, *basic weekly collection services* comprised of:

(1) One 96-gallon ***refuse*** cart,

(2) One 96-gallon commingled ***recyclables*** cart, plus a second 96-gallon cart upon customer request,

(5) One 96-gallon ***green waste*** cart, plus a second 96-gallon cart upon customer request, and

required in Sections D of Exhibit 3A1 of the Contract and *Special Services* required in Section H of Exhibit 3A1 of the Contract, without surcharge.

ITEM 1: (This amount to be used in Form PW-3.1)
Proposed Monthly Net Rate for Basic Service Per Customer $ _____

ITEM 2:
Monthly Rate Per Customer (includes 10 percent Franchise Fee) no more than $_____

Example: $21.50 (Proposed monthly net rate for basic service per customer)
Monthly Rate per Customer: $21.50 ÷ 0.90 = $23.89

NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

TASK 2 Services

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

The clean-up, collection, transportation, disposal, and management of discards as specified within the public road right-of-way, in unlimited quantities, including alleys, streets, parkways sidewalks, and Hot Zones within the Service Area.

FORM PW-2.3

PROPOSED NET RATE
FOR
EXCLUSIVE CONTRACT FOR THE AREA OF SANTA MONICA MOUNTAINS (2017-FA033)

Services	Estimated Quantities		Rate	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A1,2,3) • Alleys (0 miles) • Parkways, Sidewalks, Streets (508.93 miles) • Estimated annual tons (12)	50 incidents	X	$_____ /4 cy per incident (>4 cy requires photos)	$_____
Abandoned Waste Daily Collection (Exhibit 3A2 A4) • Hot Zones o Monitoring All Locations o Waste Collection • Additional Hot Zones in the future (up to 25% more length) o Monitoring All Locations o Waste Collection	0 locations 0 feet 0 tons 0 feet 0 tons		 n/a n/a n/a n/a	 $0 $0 $0 $0
Public Receptacles (Exhibit 3A2 B) • Standard or Solar Compactors (assume Collection twice-per-day, 6 days per week) • Additional public receptacles in the future (up to 125% more receptacles)	0 0		n/a n/a	$0 $0
			Total Proposed Annual Price for Task 2:	$

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

LEGAL NAME OF PROPOSER		
PRINT 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	FACSIMILE	E-MAIL

FORM PW-3.1
FORM PW-3.2

NET RATE PROPOSAL AND COST SUBSTANTIATION OF NET RATE

Please complete Form PW-3.1, Net Rate Proposal and Form PW-3.2, Cost Substantiation of Net Rate for the area you are submitting a proposal for. Proposers are to complete and include both forms in their proposals. The forms can be accessed at the following link:

http://dpw.lacounty.gov/brcd/contracts

PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

NET RATE PROPOSAL

(Proposed Service Fees and Annual Revenue for the area of South Whittier)

Proposer: _____

Column				
A	B	C	D	E
Line	Basic Service	Monthly Net Rate for Basic Service Per Customer (Item 1 from Form PW-2) (a)	Estimated Number of Customers (b)	Proposed Annual Service Fee Revenue (c)
1	Monthly Rate for Basic Service per Customer	$0.00	13,585	$0

(a) Proposers are required to enter only a proposed service fee on line 1 in column C.
(b) Proposers must not change the number of customers in column D. This number of customers will be used to calculate the proposed annual revenue for all proposers.
(c) Monthly rate in column C multiplied by the number of customers in column D and multiplied by 12 will calculate the Proposed Annual Service Fee Revenue in column E, which should match line 9, column G in Form PW-3.2.

NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

NET RATE PROPOSAL

(Proposed Service Fees and Annual Revenue for the area of Avocado Heights)

Proposer: _____

Column				
A	B	C	D	E
Line	Basic Service	Monthly Net Rate for Basic Service Per Customer (Item 1 from Form PW-2) (a)	Estimated Number of Customers (b)	Proposed Annual Service Fee Revenue (c)
1	Monthly Rate for Basic Service per Customer	$0.00	3,747	$0

(a) Proposers are required to enter only a proposed service fee on line 1 in column C.
(b) Proposers must not change the number of customers in column D. This number of customers will be used to calculate the proposed annual revenue for all proposers.
(c) Monthly rate in column C multiplied by the number of customers in column D and multiplied by 12 will calculate the Proposed Annual Service Fee Revenue in column E, which should match line 9, column G in Form PW-3.2.

NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

NET RATE PROPOSAL

(Proposed Service Fees and Annual Revenue for the area of Santa Monica Mountains)

Proposer: _____

Column				
A	B	C	D	E
Line	Basic Service	Monthly Net Rate for Basic Service Per Customer (Item 1 from Form PW-2) (a)	Estimated Number of Customers (b)	Proposed Annual Service Fee Revenue (c)
1	Monthly Rate for Basic Service per Customer	$0.00	4,722	$0

(a) Proposers are required to enter only a proposed service fee on line 1 in column C.
(b) Proposers must not change the number of customers in column D. This number of customers will be used to calculate the proposed annual revenue for all proposers.
(c) Monthly rate in column C multiplied by the number of customers in column D and multiplied by 12 will calculate the Proposed Annual Service Fee Revenue in column E, which should match line 9, column G in Form PW-3.2.

NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

COST SUBSTANTIATION OF NET RATE

(ESTIMATED Annual Cost and Operational Data for the Area of South Whittier)

Proposer: _____

		Column				
A	B	C	D	E	F	G
Line	Description	Solid Waste	Recycle	Green Waste	Special Services (a)	Total Estimated Annual Cost (b)
	Cost Data					
1	Labor and Vehicle Cost					$0
2	Container Cost					$0
3	Disposal or Transfer Cost					$0
4	Recyclables Processing Cost					$0
5	Recyclables Processing Revenue					$0
6	Green Waste Processing Cost					$0
7	Other Costs					$0
8	Overhead and Profit					
9	Total Cost	$0	$0	$0	$0	$0
	Operational Data					
10	Homes Served per Week					
11	Stops per Week					
12	Route Hours per Week					
13	Number of Containers					
14	Solid Waste Tons Collected per Year					
15	Recyclables Tons Collected Per Year					
16	Green Waste Tons Collected Per Year					
	Cost Statistics (calculated by formulas)					
17	Participation Rate (%)					
18	Stops per Route Hour					
19	Labor and Vehicle Cost per Hour					
20	Cost per Container per Month					
21	Disposal or Transfer Cost per Ton					
22	Recyclables Processing Cost per Ton					
23	Recyclables Processing Revenue per Ton					
24	Green Waste Processing Cost per Ton					
25	Total Cost per Route Hour					

(a) Special Services, such as oil collection and bulky item pickup, etc.
(b) Total of columns C through F. Total Cost on line 9 in column G above should match with Proposed Annual Service Fee Revenue on line 1 in column E on Form PW-3.1.

NOTE: PROPOSER'S ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

COST SUBSTANTIATION OF NET RATE

(ESTIMATED Annual Cost and Operational Data for the Area of Avocado Heights)

Proposer: _____

		Column				
A	B	C	D	E	F	G
Line	Description	Solid Waste	Recycle	Green Waste	Special Services (a)	Total Estimated Annual Cost (b)
	Cost Data					
1	Labor and Vehicle Cost					$0
2	Container Cost					$0
3	Disposal or Transfer Cost					$0
4	Recyclables Processing Cost					$0
5	Recyclables Processing Revenue					$0
6	Green Waste Processing Cost					$0
7	Other Costs					$0
8	Overhead and Profit					
9	Total Cost	$0	$0	$0	$0	$0
	Operational Data					
10	Homes Served per Week					
11	Stops per Week					
12	Route Hours per Week					
13	Number of Containers					
14	Solid Waste Tons Collected per Year					
15	Recyclables Tons Collected Per Year					
16	Green Waste Tons Collected Per Year					
	Cost Statistics (calculated by formulas)					
17	Participation Rate (%)					
18	Stops per Route Hour					
19	Labor and Vehicle Cost per Hour					
20	Cost per Container per Month					
21	Disposal or Transfer Cost per Ton					
22	Recyclables Processing Cost per Ton					
23	Recyclables Processing Revenue per Ton					
24	Green Waste Processing Cost per Ton					
25	Total Cost per Route Hour					

(a) Special Services, such as oil collection and bulky item pickup, etc.
(b) Total of columns C through F. Total Cost on line 9 in column G above should match with Proposed Annual Service Fee Revenue on line 1 in column E on Form PW-3.1.

NOTE: PROPOSER'S ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

COST SUBSTANTIATION OF NET RATE

(ESTIMATED Annual Cost and Operational Data for the Area of Santa Monica Mountains)

Proposer: _____

		Column				
A	B	C	D	E	F	G
Line	Description	Solid Waste	Recycle	Green Waste	Special Services (a)	Total Estimated Annual Cost (b)
	Cost Data					
1	Labor and Vehicle Cost					$0
2	Container Cost					$0
3	Disposal or Transfer Cost					$0
4	Recyclables Processing Cost					$0
5	Recyclables Processing Revenue					$0
6	Green Waste Processing Cost					$0
7	Other Costs					$0
8	Overhead and Profit					
9	Total Cost	$0	$0	$0	$0	$0
	Operational Data					
10	Homes Served per Week					
11	Stops per Week					
12	Route Hours per Week					
13	Number of Containers					
14	Solid Waste Tons Collected per Year					
15	Recyclables Tons Collected Per Year					
16	Green Waste Tons Collected Per Year					
	Cost Statistics (calculated by formulas)					
17	Participation Rate (%)					
18	Stops per Route Hour					
19	Labor and Vehicle Cost per Hour					
20	Cost per Container per Month					
21	Disposal or Transfer Cost per Ton					
22	Recyclables Processing Cost per Ton					
23	Recyclables Processing Revenue per Ton					
24	Green Waste Processing Cost per Ton					
25	Total Cost per Route Hour					

(a) Special Services, such as oil collection and bulky item pickup, etc.
(b) Total of columns C through F. Total Cost on line 9 in column G above should match with Proposed Annual Service Fee Revenue on line 1 in column E on Form PW-3.1.

NOTE: PROPOSER'S ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.

ATTACHMENT 7-2.1 – Task 1 Service Fees
South Whittier

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	Monthly Rate Per Customer (Billed to Customer)
MONTHLY RATE	
Monthly Rate for Cart Basic Services (Exhibit 3A1) • One 96-gallon (0.5 cu yd) Refuse Cart • One or two 96-gallon (0.5 cu yd) Recyclables Cart(s) • One or two 96-gallon (0.5 cu yd) Green Waste Cart(s) Sum of Refuse, Recyclables, and Green Waste	 $____ $____ $____ $____ (Total)
DISCOUNTS SUBTRACTED FROM MONTHLY RATE	
Monthly Discounts (Section 7A3) • Senior	 -25% of Basic Services Total
SURCHARGES ADDED TO MONTHLY RATE	
Additional Containers beyond Basic Services, which is 1 Refuse, 2 Recyclables, and 2 Green Waste (Exhibit 3A1 D2 and Section 7A2b) • One 96-gallon Refuse Cart (beyond 1 basic) • One 96-gallon Recyclables Cart (beyond 2 basic) • One 96-gallon Green Waste Cart (beyond 2 basic)	 $10 $6 $8
Additional On-Call Pickups beyond 3 per year (Exhibit 3A1 H3 and Section 7A2e) • Bulky Items, excess waste, or Green Waste (per visit to Collect all items)	 $___ (on-time charge equal to 75% of Basic Service Rate)
Container Size Exchange beyond 1 per year (Exhibit 3A1 D3) • Each additional exchange	 $____
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I and Section 7A2d) • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service (Over 100 feet)	 +5% of Basic Services Total $___ (25% of Basic Services Total) Negotiated with Customer
Difficult to Service (Exhibit 3A1 O and Section 7A2c) • Cost per Customer	If applicable to Service Area $____ (50% of Basic Services Total)

Services	Monthly Rate Per Customer (Billed to Customer)
Manure Service per collection each week (Exhibit 3A1 D13 and Section 7A2g)	If applicable to Service Area
• 64-gallon Cart	$n/a
• 2-cubic yard Dumpster (including Roll-Out)	$n/a
Bear Resistant Cart-fee per Cart (Exhibit 3A1 D12 and Section 7A2h)	If applicable to Service Area
• 96-gallon Cart (Rental with free replacement for Term)	$n/a
• 96-gallon Cart (Purchase without free replacement)	$n/a (one-time)
Locking Recyclables Cart (Exhibit 3A1 D14)	
• 96-gallon Cart	$____ (one-time)
Billing Fees (Section 7B7)	
• Late fee	10%
• Interruption of service	$25
• Returned checks	$25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name Proposer's Signature Date Signed

ATTACHMENT 7-2.2 – Task 1 Service Fees
Avocado Heights

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	**Monthly Rate Per Customer (Billed to Customer)**
MONTHLY RATE	
Monthly Rate for Cart Basic Services (Exhibit 3A1) • One 96-gallon (0.5 cu yd) Refuse Cart • One or two 96-gallon (0.5 cu yd) Recyclables Cart • One or two 96-gallon (0.5 cu yd) Green Waste Cart Sum of Refuse, Recyclables, and Green Waste	 $____ $____ $____ $____ (Total)
DISCOUNTS SUBTRACTED FROM MONTHLY RATE	
Monthly Discounts (Section 7A3) • Senior	 -25% of Basic Services Total
SURCHARGES ADDED TO MONTHLY RATE	
Additional Containers beyond Basic Services, which is 1 Refuse, 2 Recyclables, and 2 Green Waste (Exhibit 3A1 D2 and Section 7A2b) • One 96-gallon Refuse Cart (beyond 1 basic) • One 96-gallon Recyclables Cart (beyond 2 basic) • One 96-gallon Green Waste Cart (beyond 2 basic)	 $10 $6 $8
Additional On-Call Pickups beyond 3 per year (Exhibit 3A1 H3 & Section 7A2e) • Bulky Items, excess waste, or Green Waste (per visit to Collect all items)	 $___ (on-time charge equal to 75% of Basic Service Rate)
Container Size Exchange beyond 1 per year (Exhibit 3A1 D3) • Each additional exchange	 $____
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I and Section 7A2d) • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service (Over 100 feet)	 +5% of Basic Services Total $___ (25% of Basic Services Total) Negotiated with Customer
Difficult to Service (Exhibit 3A1 O and Section 7A2c) • Cost per Customer	If applicable to Service Area

Services	Monthly Rate Per Customer (Billed to Customer)
	$___ (50% of Basic Services Total)
Manure Service per collection each week (Exhibit 3A1 D13 and Section 7A2g)	If applicable to Service Area
• 64-gallon Cart	$____
• 2-cubic yard Dumpster (including Roll-Out/Scout Service)	$____
Bear Resistant Cart-fee per Cart (Exhibit 3A1 D12 and Section 7A2h)	If applicable to Service Area
• 96-gallon Cart (Rental with free replacement for Term)	$n/a
• 96-gallon Cart (Purchase without free replacement)	$n/a (one-time)
Locking Recyclables Cart (Exhibit 3A1 D14)	
• 96-gallon Cart	$____ (one-time)
Billing Fees (Section 7B7)	
• Late fee	10%
• Interruption of service	$25
• Returned checks	$25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name Proposer's Signature Date Signed

ATTACHMENT 7-2.3 – Task 1 Service Fees
Santa Monica Mountains

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	Monthly Rate Per Customer (Billed to Customer)
MONTHLY RATE	
Monthly Rate for Cart Basic Services (Exhibit 3A1) • One 96-gallon (0.5 cu yd) Refuse Cart • One or two 96-gallon (0.5 cu yd) Recyclables Cart • One or two 96-gallon (0.5 cu yd) Green Waste Cart Sum of Refuse, Recyclables, and Green Waste	 $____ $____ $____ $____ (Total)
DISCOUNTS SUBTRACTED FROM MONTHLY RATE	
Monthly Discounts (Section 7A3) • Senior	 -25% of Basic Services Total
SURCHARGES ADDED TO MONTHLY RATE	
Additional Containers beyond Basic Services, which is 1 Refuse, 2 Recyclables, and 2 Green Waste (Exhibit 3A1 D2 and Section 7A2b) • One 96-gallon Refuse Cart (beyond 1 basic) • One 96-gallon Recyclables Cart (beyond 2 basic) • One 96-gallon Green Waste Cart (beyond 2 basic)	 $10 $6 $8
Additional On-Call Pickups beyond 3 per year (Exhibit 3A1 H3 and Section 7A2e) • Bulky Items, excess waste, or Green Waste (per visit to Collect all items)	 $___ (on-time charge equal to 75% of Basic Service Rate)
Container Size Exchange beyond 1 per year (Exhibit 3A1 D3) • Each additional exchange	 $____
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I and Section 7A2d) • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service (Over 100 feet)	 +5% of Basic Services Total $___ (25% of Basic Services Total) Negotiated with Customer
Difficult to Service (Exhibit 3A1 O and Section 7A2c) • Cost per Customer	If applicable to Service Area $____ (50% of Basic Services Total)

Services	Monthly Rate Per Customer (Billed to Customer)
Manure Service per collection each week (Exhibit 3A1 D13 and Section 7A2g)	If applicable to Service Area
• 64-gallon Cart	$____
• 2-cubic yard Dumpster	$____
• Roll-Out/Scout Service	Negotiated with Customer
Bear Resistant Cart-fee per Cart (Exhibit 3A12 D1 and Section 7A2h)	If applicable to Service Area
• 96-gallon Cart (Rental with free replacement for Term)	$n/a
• 96-gallon Cart (Purchase without free replacement)	$n/a (one-time)
Locking Recyclables Cart (Exhibit 3A1 D14)	
• 96-gallon Cart	$____ (one-time)
Billing Fees (Section 7B7)	
• Late fee	10%
• Interruption of service	$25
• Returned checks	$25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name Proposer's Signature Date Signed

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ATTACHMENT 7-3.1 – Task 2 Service Fees
South Whittier

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)			
Expected Number of incidents, up to 189 of up to 4 cu yds: • Alleys (3.27 miles) • Parkways, Sidewalks, Streets (137.87 miles)	$____ (per incident)	2017 18 tons 179 incidents 141.14 miles	$_____
More Than Expected Number of incidents, between 190 and 344, of up to 4 cu yds: • Alleys, Parkways, Sidewalks, Streets	$____ (per incident)	2016 17 tons 172 incidents 141.14 miles	$_____
More than 4 cu yds, up to 172 incidents Alleys, Parkways, Sidewalks, or Streets	$____ (per incident)		$_____
Abandoned Waste Daily Collection in Hot Zones (Exhibit 3A2 A5)			
Monitoring All Locations	$____/foot (per day)	5 locations	$_____
Waste Collection from All Locations, up to 4 cu yds total per day	$____ (per day)	260 days 3692 feet 50 tons (est.)	$_____
Additional Hot Zones Monitoring (up to 25% more length)	Rate same as monitoring above	260 days 923 feet (25% of above) 13 tons (est.)	$_____ (25% of above)
Additional Hot Zones Waste Collection, up to 4 cu yds total per day	Rate same as collection above		$_____ (25% of above)
Waste Collection from with more than 4 cu yds, up to 130 days	$____ (per day)	130 days	$_____
Public Receptacles (Exhibit 3A2 B)			
Standard or Solar Compactors (assume Collection twice per day, 6 days per week)	n/a	0	$0
Additional public receptacles in the future (up to 125% more receptacles)	$___/receptacle (per collection)	25	$_____
		Maximum COUNTY Services Sum:	$____

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name | Proposer's Signature | Date Signed

ATTACHMENT 7-3.2 – Task 2 Service Fees
Avocado 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. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)			
Expected Number of incidents, up to 15 of up to 4 cu yds: • Alleys (0 miles) • Parkways, Sidewalks, Streets (44.71 miles)	$____ (per incident)	2017 5 tons 48 incidents 44.71 miles	$_____
More Than Expected Number of incidents, between 16 and 28, of up to 4 cu yds: • Alleys, Parkways, Sidewalks, Streets	$____ (per incident)	2016 2.57 tons 14 incidents 44.71 miles	$_____
More than 4 cu yds, up to 14 incidents Alleys, Parkways, Sidewalks, or Streets	$____ (per incident)		$_____
Abandoned Waste Daily Collection in Hot Zones (Exhibit 3A2 A5)			
Monitoring All Locations	n/a	0 locations	n/a
Waste Collection from All Locations, up to 4 cu yds total per day	n/a	260 days 0 feet 0 tons	n/a
Additional Hot Zones Monitoring	$____/foot (per day)	260 days	$_____
Additional Hot Zones Waste Collection, up to 4 cu yds total per day	$____ (per day)	500 feet 5 tons	$_____
Waste Collection from with more than 4 cu yds, up to 130 days	$____ (per day)	130 days	$_____
Public Receptacles (Exhibit 3A2 B)			
Standard or Solar Compactors	n/a	n/a	n/a
Additional public receptacles in the future (assume Collection twice per day, 6 days per week)	$___/receptacle (per collection)	25	$_____
		Maximum COUNTY Services Sum:	$____

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name Proposer's Signature Date Signed

PW-4.3.3
Revised

ATTACHMENT 7-3.3 Task 2 Service Fees
Santa Monica Mountains

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)			
Expected Number of incidents, up to 26 of up to 4 cu yds: • Alleys (0 miles) • Parkways, Sidewalks, Streets (508.93 miles)	$____ (per incident)	2017 2 tons 16 incidents 508.93 miles	$_____
More Than Expected Number of incidents, between 27 and 48, of up to 4 cu yds: • Alleys, Parkways, Sidewalks, Streets	$____ (per incident)		$_____
More than 4 cu yds, up to 24 incidents Alleys, Parkways, Sidewalks, or Streets	$____ (per incident)	2016 2.57 tons 24 incidents 508.93 miles	$_____
Abandoned Waste Daily Collection in Hot Zones (Exhibit 3A2 A5)			
Monitoring All Locations	n/a	0 locations	n/a
Waste Collection from All Locations, up to 4 cu yds total per day	n/a	260 days 0 feet 0 tons	n/a
Additional Hot Zones Monitoring	$____/foot (per day)	260 days	$_____
Additional Hot Zones Waste Collection, up to 4 cu yds total per day	$____ (per day)	500 feet 5 tons	$_____
Waste Collection from with more than 4 cu yds, up to 130 days	$____ (per day)	130 days	$_____
Public Receptacles (Exhibit 3A2 B)			
Standard or Solar Compactors	n/a	n/a	n/a
Additional public receptacles in the future (assume Collection twice per day, 6 days per week)	$___/receptacle (per collection)	25	$_____
		Maximum COUNTY Services Sum:	$____

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name | Proposer's Signature | Date Signed

ATTACHMENT 7-4.1 EMERGENCY SERVICE FEES
South Whittier

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

Services	Monthly Rate Per Customer (billed to COUNTY)
As-Needed Emergency (Section 11B)	
• Task 1 Services	Comparable MSW fees
• Solid Waste not in Containers	$____/ton and $____/cubic yard
• Roll-Off Containers or Drop-Off Events	Comparable MSW fees
• Palm Fronds	$____/hour per Vehicle

Proposers are responsible for independently investigating service conditions in the Service Area.

Proposer's Printed Name	Proposer's Signature	Date Signed

ATTACHMENT 7-4.2 EMERGENCY SERVICE FEES
Avocado 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	Monthly Rate Per Customer (billed to COUNTY)
As-Needed Emergency (Section 11B)	
• Task 1 Services	Comparable MSW fees
• Solid Waste not in Containers	$____/ton and $____/cubic yard
• Roll-Off Containers or Drop-Off Events	Comparable MSW fees
• Palm Fronds	$____/hour per Vehicle

Proposers are responsible for independently investigating service conditions in the Service Area.

Proposer's Printed Name	Proposer's Signature	Date Signed

ATTACHMENT 7-4.3 EMERGENCY SERVICE FEES
Santa Monica Mountains

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

Services	Monthly Rate Per Customer (billed to COUNTY)
As-Needed Emergency (Section 11B)	
• Task 1 Services	Comparable MSW fees
• Solid Waste not in Containers	$____/ton and $____/cubic yard
• Roll-Off Containers or Drop-Off Events	Comparable MSW fees
• Palm Fronds	$____/hour per Vehicle

Proposers are responsible for independently investigating service conditions in the Service Area.

Proposer's Printed Name _____ Proposer's Signature _____ Date Signed _____

FORM PW-5

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**. A. Notwithstanding any other section of this 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 public agencies for which the Board of Supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, 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 of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed _____ Date _____

FORM PW-6

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:	

FORM PW-7

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.	☐ YES ☐ NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	☐ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☐ YES ☐ 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.	☐ YES ☐ 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 is 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.

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
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:

FORM PW-9

County of Los Angeles
Request for County's Preference Program Consideration and
CBE Firm/Organization Information Form

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 the United States 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:	
Reviewer's Signature	**Approved**	**Disapproved**	**Date**

FORM PW-9

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.

Business Structure:	❑ Sole Proprietorship	❑ Partnership	❑ Corporation	❑ Nonprofit	❑ Franchise
❑ Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. 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:

FORM PW-10

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.

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

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project 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 additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

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.

CERTIFICATION	YES	NO
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	YES	NO
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)

FORM PW-13

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 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:** _____

FORM PW-14

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. All pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission. Use additional pages if necessary.

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):

_____

_____

_____

_____

_____

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):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** _____

FORM PW-15

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREAS OF SOUTH WHITTIER, AVOCADO HEIGHTS, AND SANTA MONICA MOUNTAINS SERVICES (2017-FA033)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

_____

Proposer's Name

_____

Address

☐ **If awarded the contract, Proposer <u>will</u> comply with the insurance coverage provisions set forth in Part II, Exhibit 5, Additional Contract Language, Part 4, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Part II, Exhibit 5, Part 4, 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 <u>will not</u> comply with the insurance coverage provisions set-forth in Part II, Exhibit 5, Additional Contract Language, Part 4, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Part II, Exhibit 5, Part 4, throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: _____

FORM PW-16

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:

_____

_____

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:

FORM PW-17

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email 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 Part II, Exhibit 5, Additional Contract Language, Part 3.Q, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract, and agrees that the Proposer or a member of his or her 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:

FORM PW-18

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREAS OF SOUTH WHITTIER, AVOCADO HEIGHTS, AND SANTA MONICA MOUNTAINS SERVICES (2017-FA033)

MINIMUM REQUIREMENTS AFFIRMATION

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. LICENSE

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 Department of Public Health at the time of proposal submission.

☐ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates

☐ No. Proposer does not have the license as stated above.

3. PROPOSAL GUARANTY

The Proposer must also submit a Proposal Guaranty as outlined in Part I, Section 3.A.15., Proposal Guaranty. (Please use Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements.) **A separate proposal guaranty must be submitted for each area that the proposer is submitting a proposal for.**

Franchise Area	Proposal Guaranty Amount
South Whittier	
Avocado Heights	
Santa Monica Mountains	

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

FORM PW-19

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 less 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:

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 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 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 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 FOR SUBMISSION OF AUDITED/REVIEWED FINANCIALS WITH PROPOSAL

I represent and warrant as follows:

(1) I am knowledgeable about the finances of the Proposer, guarantor of Proposer's obligations under the 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.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): _____

FORM PW-22

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): _____

FORM PW-24.1

PROPOSER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES AFFIRMATION

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREA OF SOUTH WHITTIER (2017-FA033)

_____

Proposer's Name

_____

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 Date

_____

Proposer's Printed Name

FORM PW-24.2

PROPOSER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES AFFIRMATION

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREA OF AVOCADO HEIGHTS (2017-FA033)

_____

Proposer's Name

_____

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 Date

_____

Proposer's Printed Name

FORM PW-24.3

PROPOSER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES AFFIRMATION

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREA OF SANTA MONICA MOUNTAINS (2017-FA033)

_____

Proposer's Name

_____

Address

The current Collection Schedules are provided in Exhibit 16 (Collection Schedule) of Exhibit 3A. 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 Date

_____

Proposer's Printed Name

FORM PW-25.1

EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS FOR THE EXCLUSIVE RESIDENTIAL FRANCHISE CONTRACT FOR THE AREA OF SOUTH WHITTIER

(This form may be reproduced in order to list all equipment)

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

FORM PW-25.2

EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS FOR THE EXCLUSIVE RESIDENTIAL FRANCHISE CONTRACT FOR THE AREA OF AVOCADO HEIGHTS

(This form may be reproduced in order to list all equipment)

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

FORM PW-25.3

EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS
FOR THE EXCLUSIVE RESIDENTIAL FRANCHISE CONTRACT FOR THE AREA OF SANTA MONICA MOUNTAINS

(This form may be reproduced in order to list all equipment)

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

FORM PW-26

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

	2012	2013	2014	2015	2016	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

ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business
With Small Businesses

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four 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 businesses 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 businesses grow:

- As a multi-billion-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 local business communities in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business communities 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 businesses to compete for our business; and (b) provide 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.

ATTACHMENT 2

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:

http://doingbusiness.lacounty.gov/DebarmentList.htm

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.

ATTACHMENT 4

INTENTIONALLY OMITTED

ATTACHMENT 5

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 Contactor 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 pursing 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:

- appraisement,
- 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]

ATTACHMENT 7

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

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 2016 are less than $53,505 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, 2017.

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*. Or you can go to *www.irs.gov/orderforms* to order it.

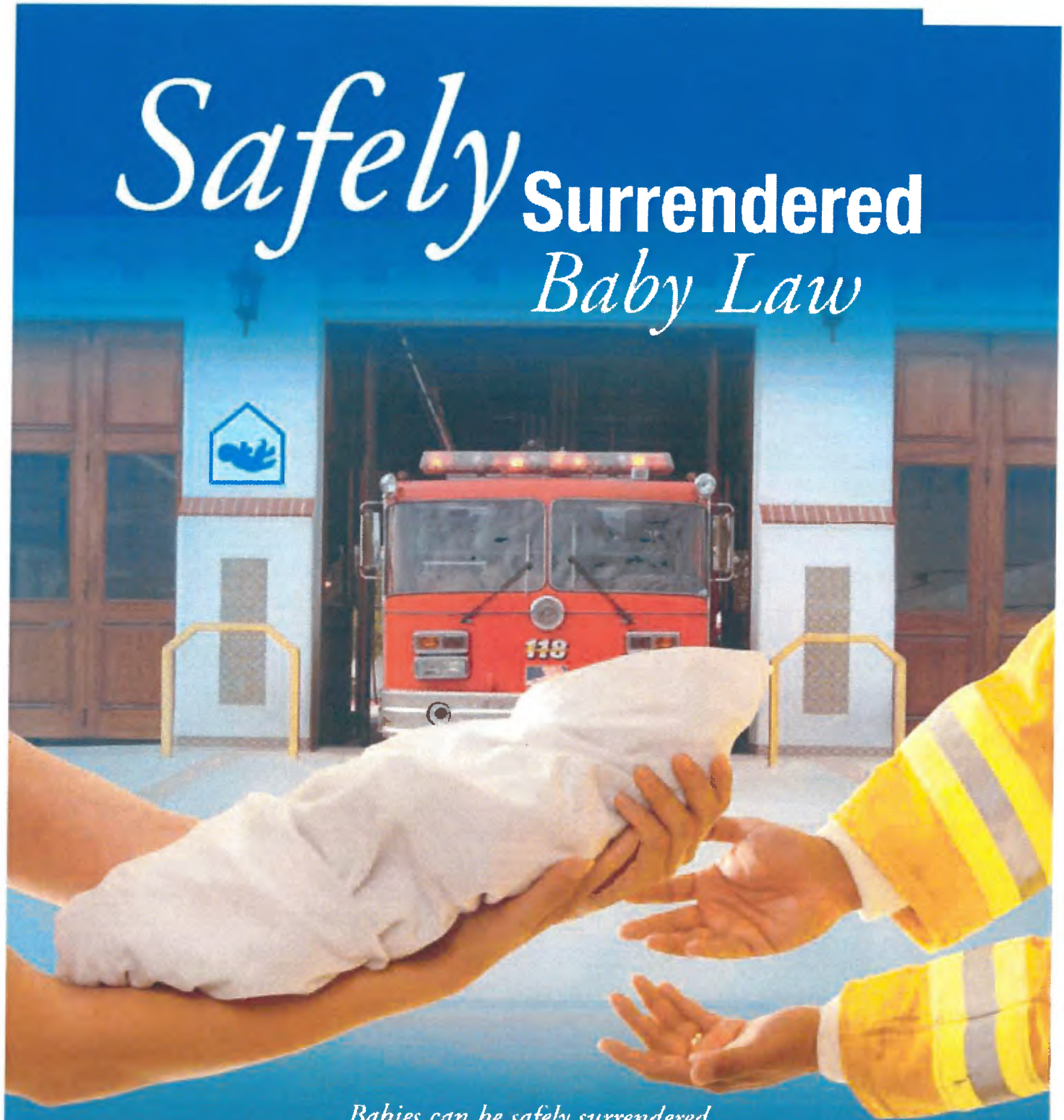
How Will My Employees Know If They Can Claim the EIC?

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 Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 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 2016 and owes no tax but is eligible for a credit of $800, he or she must file a 2016 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

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.

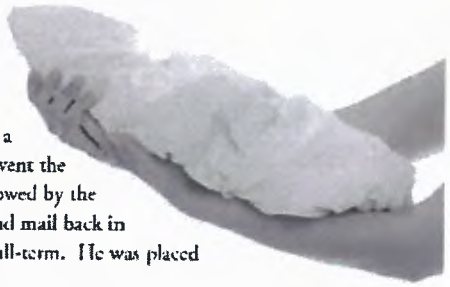
What happens to the parent or surrendering adult?

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

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

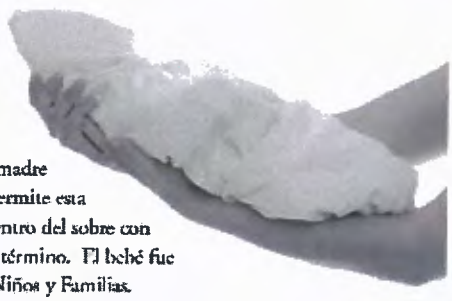
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 Contract

BY AND BETWEEN

THE COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS

AND

[NAME OF CONTRACTOR]

FOR

THE EXCLUSIVE CONTRACTS FOR THE AREAS OF SOUTH WHITTIER, AVOCADO HEIGHTS, AND SANTA MONICA MOUNTAINS (2017-FA033)

SAMPLE
CONTRACT

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

AND

_____***name of waste hauler***_____

FOR PROVISION OF

REFUSE, RECYCLABLES, AND GREEN WASTE CART SERVICES
TO OCCUPANTS AT RESIDENTIAL PREMISES AND
CERTAIN MULTIFAMILY AND COMMERCIAL PREMISES
(TASK 1)

AND

ABANDONED WASTE COLLECTION SERVICES
AND MAINTENANCE OF PUBLIC RECEPTACLES
(TASK 2)

FOR THE SERVICE AREAS OF

Avocado Heights, Santa Monica Mountains, and South Whittier

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS
APRIL 1, 2018

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THIS CONTRACT is made and entered into on _____, 2018, 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 Bill (AB) 939, 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. 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 2015. 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. COUNTY'S 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.

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. COUNTY'S Director has also determined to contract for collection of Abandoned Waste in this CONTRACT to efficiently remove it and prevent 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.

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 939 and AB 1826, 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. 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) or Invitation For Bids (IFB) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals or bids, 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.

Franchise Authorization. California 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 applies 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

See Attachment 5-10A for a more complete list of definitions.

"Performance Obligations" means all CONTRACTOR'S obligations and liabilities under this CONTRACT.

"Contract Services" means both Task 1 Services and Task 2 Services.

"**Task 1 Services** means all Performance Obligations prescribed in Exhibits 3A1 and 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 Abandoned Waste Collection Services and Public Receptacle Collection Services.

A. 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.

B. Exclusions from Service

1. Solid Waste to be Self-Hauled

This CONTRACT excludes the right and privilege to 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 not be in compliance with the terms and conditions of this CONTRACT. In that event, 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 reprocure 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 Non-Exclusive 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. Task 2 Services – Abandoned Waste and Litter Collection Services

This CONTRACT excludes the exclusive right and privilege to Collect Abandoned Waste. 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 excludes the exclusive right and privilege to perform Solid Waste services during emergencies 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 perform Solid Waste services within this Service Area.

3. Food Waste

This CONTRACT excludes the right and privilege to provide Collection, transportation and Diversion of Food Waste. 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.

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, that 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 this 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 rights and 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, 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. The Term of this CONTRACT begins on the Execution Date and expires on the Expiration Date, March 31, 2025, subject to extensions described in the following subsection A1. Certain Performance Obligations survive expiration or termination of this Contract under subsection B. below.

"**Execution Date"** is the date both COUNTY and CONTRACTOR sign this CONTRACT.

"Expiration Date" means the date this CONTRACT expires as provided in accordance with item A of Section 2, or as earlier terminated 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 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 claims 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 who was receiving service immediately prior to the Commencement Date from COUNTY's contractor under a previous contract with COUNTY, and
- Any Person who request Task 1 Services.

2. Task 2 Services

With respect to Task 2 Services, CONTRACTOR shall provide services in the Service Area 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.

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. CONTRACTOR Documentation (Contract Services)

1. CONTRACTOR'S Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 3D.

2. Changes in CONTRACTOR Documentation

a. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 3D 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 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

b. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes occurring in CONTRACTOR Documentation listed in item B of Exhibit 3D 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 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

SECTION 4 - SERVICE STANDARDS

A. Public Health and Safety; Nuisances (Contract Services)

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.

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. 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 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 Green Waste) 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:

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 bundled.

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 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 and Container and 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, Green Waste, 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 Green Waste in a Manure Container unless Green 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, email, or text Occupant by next Service Day to:

- Notify of the non-collection,
- Educate and explain the issue, 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 that is 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 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.

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 Solid Waste that it Collects, without prior written consent of Director, as detailed in item M of this Section.

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 3D.

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 Green Waste, 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 alternative MSW Management based upon documentation such as Customer

records, and Container capacities in the Service Area. 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 Recycling and Green Waste Containers.

SECTION 5 - ADDITIONAL PERFORMANCE OBLIGATIONS

Exhibit 5 contains additional Performance Obligations of a general nature, not necessarily directly related to providing daily Collection. 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 3D.

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.

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 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 such as a damaged container was not repaired or replaced and the Customer or Occupant previously called or e-mailed to complain.

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 the 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 Department of Public Works Road Closure website (http://dpw.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 Bulky Item Collection

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 Task 1 Services, without additional optional services.

County Service Fee means the fees that CONTRACTOR bills COUNTY for providing Collection with respect to Task 2 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.

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.

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.

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

(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.

d. Roll out Service

e. Additional Bulky Item Collection

f. Excessive Container Exchanges

g. Manure Service

h. Bear Resistant Carts

i. Recyclables Cart with Gravity Lock

3. Basic Service Fee Discounts

CONTRACTOR shall subtract the following discounts to the Basic Service Fee. CONTRACTOR shall add together all discounts Multiple discounts will be an aggregate total prior to applying to Basic Service Fee (25 percent senior + 5 percent Smart-eClub = 30 percent discount). 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. Smart-eClub (5 percent)

CONTRACTOR shall discount the total for Basic Service Fee for Customers that are Smart-eClub members by 5 percent. Customers must be Smart-eClub members during the entire applicable billing period. See Smart-eClub details in item C2 of Section 6.

c. 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 Green Waste from Refuse and do not use Containers for Recycling or Green Waste discard.

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.

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 in full, 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 10 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, ten 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 Fees

1. County Service Fees and Maximum Contract Sum

COUNTY agrees, in consideration of satisfactory performance of Task 2 Services in Sections A and B of this exhibit, 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 7-3, Task 2 Service Fees of Exhibit 7 for Disposal that CONTRACTOR Collects, **not to exceed $[_____]** 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.

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/ApndxI.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 pay 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 Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

County of Los Angeles Department of Public Works
Attention: Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

For weekly or daily Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on per incident, foot, or receptacle collection, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

a. Volume of Solid Waste at an Incident During Weekly or Hot Zone Daily Collection

(1) Up to Four Cubic Yards

CONTRACTOR shall claim a fee equal to the expected incident rate for four cubic yards of volume. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless Director requests.

(2) More than Four Cubic Yards

CONTRACTOR may claim a fee equal to the more than four cubic yards rate for a volume greater than four cubic yards. CONTRACTOR shall take and submit photos of the waste to claim a higher fee for that location. These special circumstances must be itemized separately on the invoice.

b. Number of Incidents During Weekly Collection

(1) Expected Number

CONTRACTOR shall claim a fee equal to the expected incident rate for four cubic yards of volume. CONTRACTOR is not required to provide evidence of Abandoned Waste removal, unless requested by Director.

(2) More Than Expected Number

CONTRACTOR may claim a fee equal to the more than expected incident rate. CONTRACTOR shall take and submit photos of the waste to claim a higher fee for that location. These special circumstances must be itemized separately on the invoice.

c. Public Receptacles

CONTRACTOR shall claim a fee equal to the number of Collection made from Public Receptacles 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 if CONTRACTOR, at any time during the term of this CONTRACT, provides services substantially the same as County Services to anyone else, including the State of California or any County, municipality, or district of the State at prices below those set forth in this CONTRACT, then CONTRACTOR shall immediately reduce the County Service Fees to match those lower prices.

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.

13. Adjustment to Service Fee

Throughout the Term of the CONTRACT, COUNTY may adjust the Service Fee in Attachment 7-3, Task 2 Service Fees of Exhibit 7, per the conditions set forth in Exhibit 7.

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. 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). CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study. CONTRACTOR shall perform the required studies during the first Contract Year and every other year thereafter.

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 15.

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 Green Waste

Number of loads and tons of materials in Recycling or Green Waste 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 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.

e. Contamination Audit

Contamination audit results, if applicable.

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 SWIMS, in accordance with this Section.

2. Quarterly Reports and Annual Report

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section.

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. Alterative 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 following Direct Costs of having CONTRACTOR's personnel operate CONTRACTOR's equipment or vehicles, that CONTRACTOR is not being compensated for through charging and collecting Rates:

(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.

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. Emergency Assistance (Contract Services)

CONTRACTOR shall provide MSW Management Services requested by County in the following circumstances:

- Solid Waste in any part of the unincorporated area of COUNTY is not collected, and
- In the judgment of Director, the uncollected 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.

- An example of MSW Management Services is providing Vehicles and staff to cleanup, Collect, transport, and Dispose/Divert any Solid Waste, such as rubble, mud, and fallen trees, from the public right-of-way.
- Another example is holding a drop-off event for County residents to bring Solid Waste when their hauler is not providing service.

CONTRACTOR acknowledges that under emergency circumstances, 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 Services in amounts no greater than the following:

1. Task 1 Services

Fees with respect to Solid Waste discarded in Containers. 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 7-2, Task 1 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, 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.

None of these fees can be greater than the limits 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.

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. An example is if CONTRACTOR'S drivers strike or it is not possible to provide Contract Services in difficult to service areas due to severe weather conditions, especially on hillsides. CONTRACTOR shall include the provisions:

1. Dumpsters or roll-off containers

Provide conveniently located Dumpsters or roll-off containers where Customers may discard Solid Waste.

2. Self-hauling Solid Waste

Offer Customers the option of self-hauling Solid Waste to a transfer station or disposal facility.

3. Inform Customers

Inform Customers of procedures for handling Solid Waste, preventing litter and discouraging vectors (such as keeping Carts in their storage place and not at Set-Out Sites, discarding excess Solid Waste in closed plastic bags and not loose in Carts).

4. Customer Service Fee Refund Policy

Describe any Customer Service Fee refund policy for missed Task 1 Services.

5. Replacement Drivers

Provide replacements for drivers and other employees who are not providing Collection or other Contract Services (such as supervisory personnel or management, or employees of Affiliates or other solid waste management companies), in cases of strikes of CONTRACTOR drivers, and security for those drivers and other employees.

6. Priority Service Customers

Identify customers that require priority service.

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 franchise 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 6D2 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 6D2 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 Exhibit 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 Green Waste 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 in any number of original counterparts. All counterparts constitute the same CONTRACT.

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 Securities

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all is 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
[Name of Contract Area]	[Amount]

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 3D will have a sample listed below.

A. Maps

1. **Service Area and Collection Schedule**
2. **Hot Zones**
3. **Difficult to Service**
4. **Bear Zone**
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
6. **Tonnages**
7. **Item Typical Weights**
   - CalRecycle Conversion Factor
   - FRN

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**

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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:

County Counsel

By _____
Deputy

By _____
President

_____
Type or Print Name

_____
Secretary

_____
Type or Print Name

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EXHIBIT 3A1 - Task 1 Services

Refuse, Recyclables, and Green Waste Container Services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises

A. 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
- 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 other 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.

B. Solid Waste Collection Requirements

CONTRACTOR shall Collect Refuse, Recyclables, and Green Waste in the Service Area from Containers, Bulky Items, and Excess Solid Waste, as provided in this Exhibit.

Collect, Collection, or Collecting means Solid Waste pickup(s) made by CONTRACTOR required by and in accordance with this CONTRACT, including Abandoned Waste.

1. Days Authorized to Collect

Residential Collection is only permitted Monday through Friday, except following a Holiday. Commercial Collection is permitted Monday through Saturday, except following a Holiday.

For each Occupant CONTRACTOR shall Collect Recyclables and Green Waste 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 30 minutes prior to the school's starting time and 30 minutes after ending time, 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 3D.

b. Recyclables Transport and Processing.

CONTRACTOR shall transport all Recyclables that it Collects from Recyclables Containers to the Processing facility that it designates in CONTRACTOR Documentation in Exhibit 3D, such as a materials recovery facility.

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. Green Waste Transport and Processing.

CONTRACTOR shall transport all Green Waste that it Collects from Green Waste Containers to the Processing Facility that it designates in CONTRACTOR Documentation in Exhibit 3D.

d. Manure Transport and Processing.

If a Service Area has Manure, CONTRACTOR must Collect and transport it to the Processing Facility that it designates in CONTRACTOR Documentation in Exhibit 3D.

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 including large appliances/white goods in accordance with item H3 of this Exhibit

b. Abandoned Waste

Abandoned Waste Collected in accordance with Exhibit 3A2

c. Excess Solid Refuse

Excess Solid Refuse Collected in accordance with item H3 of this Exhibit

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. Disposal

CONTRACTOR shall not Dispose of the items, listed in this subsection, in a landfill unless the items cannot reasonably be reused or recycled.

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;
d. A second 96-gallon Recyclables Cart, upon Customer or Occupant request; and
e. A second 96-gallon Green Waste Cart, upon Customer or Occupant request.

2. Extra or Larger Capacity Containers

If Customer requests an extra Container or larger capacity Container for Refuse, and/or request extra container for Recyclables or Green 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 Container Sizes

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 Containers 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 the Customer the amount provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

CONTRACTOR shall inform the Customer of the fee prior to the exchange and give the Customer the option of waiting for the exchange until the next calendar year to avoid the charge.

4. Repair and Replacement

a. Identification/Reporting

CONTRACTOR shall repair or replace damaged Carts that it observes damage 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 Containers' actual cost of repair or replacement:

- Customers or Occupants do not report the theft of the Container to the police.
- The Container is damaged due to Occupant negligence such as damage when picked up for emptying because of excess weight or melted due to hot ashes inside. 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 as 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 two 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 to Customers and Occupants within two Service Days of request. When determining adequacy, CONTRACTOR shall consider the nature of Set-Out Sites. For example, Containers 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 3D. 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 3D.

a. Carts

(1) Color

Cart bodies must be one color, approved by Director, with color coded lids. Lid colors shall distinguish the type of materials that go in each Cart such as black or brown for the Refuse Cart, blue for the Recyclables Cart, and green for the Green Waste Cart. If a Food Waste Cart is to be used, Director shall approve the proposed color.

As an alternative with approval from Director, the Refuse Cart body may be black, the Recyclables Cart body may be blue, and the Green Waste Cart body may be green, or other Director approved color.

(2) 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.

(3) Labeling of Body

Containers shall clearly display CONTRACTOR's name in a contrasting color or other name, as approved by Director.

(4) 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.

(5) Recycled Content

Each plastic Cart shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials.

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 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 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. Recyclables Cart with Gravity Lock

Upon Customer request, CONTRACTOR shall sell Customer, with no financial gain to CONTRACTOR, Recyclables Carts with gravity locks to prevent scavenging, to Customer at the price listed on Attachment 7-2, Task 1 Service Fees of Exhibit 7. After selling Carts and 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 sold Carts. If CONTRACTOR cannot give 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, CONTRACT 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 Recyclables Carts with gravity locks within seven days of request under subsection 3, but CONTRACTOR must deliver those Carts within 21 days of request.

E. Vehicles

1. General

CONTRACTOR shall provide Vehicles of appropriate number, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recycling, Green Waste, Bulky Items, and Abandoned Waste. CONTRACTOR shall also provide non-compacting Vehicles for the collection of E-waste, white goods, and any other materials 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 requirements with respect to the Vehicles as set forth in Exhibit 3A3.

2. Automation

CONTRACTOR shall Collect Refuse, Recycling, and Green Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles for:

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 those 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 other 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 Task 1 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 on the Vehicle's dashboard, unless Director consents otherwise.

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.

a. Video Equipment

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.

Video equipment must be recording once a Vehicle leaves the yard during days of operation. 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 with a viewing angle approximately 129° diagonal, 103° horizontal, 77° vertical. CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as requested by Director. CONTRACTOR shall provide copies of videos and/or screen captures of a specific day, time, or for a specific location, within 48 hours of receiving Director request.

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 14 calendar days or other duration approved by Director. 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 (between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.).

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.

F. Solid Waste Transportation, Processing, Diversion, and Disposal

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 3D for Processing, Diversion, or Disposal. 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. Director will review information such as fees, distance, recycling rates, ability to Recycle Recyclables. Director may conditionally approve taking Solid Waste to a facility that charges more by not allowing the increased cost to be passed down to the Customer.

Director reserves the right to direct Solid Waste to a specific site or facility upon CONTRACT with CONTRACTOR. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs following delivery of materials to a COUNTY-designated Solid Waste Facility instead of to a CONTRACTOR-selected Solid Waste Facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities without additional compensation, as designated in Exhibit 3A3 if applicable to this CONTRACT.

G. Recyclables

Recyclables means Solid Waste that may potentially be Diverted from disposal (excluding Green Waste 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. 3 plastic (PVC-Vinyl or Polyvinyl Chloride);
- 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;
- 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.

Additional (or deleted) items that Director directs after Notice to CONTRACTOR:

- Without adjustment of Service Fees if the material has a value, or
- With a possible adjustment of Service Fees if the material has a cost of Diversion

With a possible adjustment of Service Fees if the modification requires Contract Services at the Set-Out Sites separate and distinct from previously Collected Recyclables, such as those requiring a separate Container.

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 recycle 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, Green Waste, 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 Green Waste Collected, except for:

(1) Incidental amounts of Recyclables or Green Waste that an Occupant commingles with discarded Refuse;

(2) Green Waste used as alternate daily cover that is considered Diversion; or

(3) Contaminated Recyclables or Green Waste 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

CONTRACTOR shall use Reasonable Business Efforts to Divert or provide for the Diversion of residual Solid Waste remaining after processing.

Residuals are not to include any significant number of Recyclables, as determined exclusively by Director considering operating and recovery efficiencies that CalRecycle may establish, such as performance that qualifies processing as Diversion.

4. Diversion of Recyclables

All items appearing in the definition of Recyclables must be diverted, even those which may cost money to Divert.

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, such as Christmas trees and Hanukkah bushes stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. All materials collected shall be recycled to the maximum extent feasible.

2. Annual Curbside Cleanup Event

Once each Calendar Year, CONTRACTOR shall Collect up to 20 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. The designated date is in item C of Exhibit 3A3. 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.

CONTRACTOR shall provide Director with information regarding the event such as route maps with starting and ending points, primary contact person, and other information requested by Director one week prior to the day of each event.

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.

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 waste discarded at the Set-Out Site as specified in item B of Exhibit 3A3.

4. Priority Pickups at Director's Request

a. End of Next Service Day

CONTRACTOR shall Collect up to 20 times each Calendar Year unlimited amounts of Solid Waste in the Public Right-of-Way by the end of the next Service Day after Director's request or other time agreed to between Director and CONTRACTOR.

b. Same Day

CONTRACTOR shall Collect up to ten times each Calendar Year unlimited amounts of Solid Waste in the Public Right-of-Way 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 shall and use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area.

See Item A of Exhibit 3A3 for required minimum quantities of Mulch and Compost. CONTRACTOR shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste. (https://www.cdfa.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.

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 and 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 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 charge to be negotiated with Customer. If CONTRACTOR and Customer are unable to agree on a reasonable extra fee, Director shall determine the appropriate amount.

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 or Steep Driveways.

Conditions of the property such as the surface of the driveway is unpaved or very steep, prevents one person from safely rolling the Cart or two people from safely carry a Bulky Item.

J. Method of Payment for Task 1 Services

CONTRACTOR shall bill Customers directly for Task 1 Services in accordance with 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 3D, 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

a. Prior to Start of Contract

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings 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 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 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 $500 worth of miscellaneous promotional items such as miniature recycling carts or magnets per Contract

Year. Director may request that CONTRACTOR give out these items at a special 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.

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 mail 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 mail a 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 to 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. Such educational materials include:

(1) Articles

A minimum of four times and up to eight times per Contract Year, 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
- Carts left in street
- 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, outreach notices to Customers and Occupants on various events, upon receiving approval from Director, including and not limited to:

- 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 notices*
- Sharps pickup
- Other notices upon the request of Director

* *These are limited to text or e-mail messages and are not applicable to newsletters.*

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, 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.

(3) Distribution

The articles and announcements will be disseminated in the following ways, as requested by Customers and Occupants:

(a) Newsletters

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-inch 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 newsletters 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.

(4) Delivery of Written Materials to Customers and Occupants

CONTRACTOR shall deliver general materials (such as notices and newsletters) Customers and Occupants by any or all the following means approved by Director:

- U.S. Postal Service;
- 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.

M. CONTRACTOR Commitments Made in Proposal

CONTRACTOR shall fully and timely satisfy any additional Performance Obligations set forth in item B18 of Exhibit 3D from its proposal to Director for procurement of this CONTRACT.

N. Additional Performance Obligations Specific to this Service Area

CONTRACTOR shall fully and timely satisfy any Performance Obligations specific to this Service Area that are listed in Exhibit 3A3.

O. Difficult to Service

If CONTRACTOR is unable to Collect Refuse, Recyclables, Green Waste, and/or Green 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. Difficult to service areas 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 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. Organics

This CONTRACT includes the Collection of Food Waste as part of the Refuse. However, it is anticipated that prior to the termination of this CONTRACT, COUNTY will have a desire to Divert Organics. At that time, COUNTY may choose to do any of the following:

- Negotiate with CONTRACTOR for a mutually agreed fee to submit and implement a plan for approval and provide for the Collection, transportation, and Diversion of Organics, or
- Terminate CONTRACT if COUNTY and CONTRACTOR are unable to agree upon a fee for the service, or
- Keep CONTRACT with CONTRACTOR but solicit bids and authorize a new contract for the Collection, transportation, and Diversion of Food Waste.

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. CONTRACTOR shall do all of the following as further provided under this subsection, unless Director otherwise requires:

a. Monitor

CONTRACTOR shall monitor the Service Area 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 not required to provide evidence of Abandoned Waste removal unless requested by Director or additional compensation is requested by CONTRACTOR, under the following circumstances:

(1) More Than Four Cubic Yards

CONTRACTOR shall take and submit photos of the excess waste to claim the higher fee for that location.

(2) More Than Expected Incidents

CONTRACTOR shall take and submit photos of the waste collected at more than the expected incidents of pickups to claim a higher fee.

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 five locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under Subsection A5.

d. Clean

CONTRACTOR shall sweep or otherwise clean and Collect all loose litter and debris within three feet of an item of Abandoned Waste.

"**Service Area**" means the area mentioned in the title of this CONTRACT, as described in described in item A (Maps) of Exhibit 16.

"**Public 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.

"Abandoned Waste" means Solid Waste discarded or dumped on the Public Right-of-Way in the Service Area, including palm fronds, but excluding litter.

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 to Collect 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.

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 Clean up in Hot Zones

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 7 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. Examples of Hot Zones are areas where Abandoned Waste is dumped frequently, or areas Director deems important to keep free of Abandoned Waste.
- 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.

If CONTRACTOR believes that it knows the probable identity of the person who discarded the Abandoned Waste, it shall take a photograph of the Abandoned Waste and discard site. CONTRACTOR shall send the photo to Director along with other information on which it bases its belief. Even if CONTRACTOR identifies who discarded the Abandoned Waste it must nevertheless Collect that Abandoned Waste under this Exhibit.

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 C3 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 C3 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 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 District 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.

New or Additional Receptacles. 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.

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.

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 CONTRACTORS 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 Recycling receptacles within two weeks of Director's request, subject

to possible adjustment of the Service Fee for change orders under Section 3B.

C. Abandoned Cart, Dumpster, or Roll-Off Removal

At the request of Director, CONTRACTOR shall, at no charge to COUNTY:

- Remove any container, including cans, carts, dumpsters and roll-off bins that COUNTY deems abandoned, within two Service Days, whether they are CONTRACTOR'S Containers or third parties'.
- Arrange for the Disposal or Diversion of Solid Waste within the container.
- Reuse, recycle, or resell container.
- Notify Director to confirm removal.

D. Vehicles

1. General

CONTRACTOR shall be responsible for providing all Vehicles of appropriate sizes, capacities, and functions required for the Collection of Solid Waste and for ancillary services that are sufficient in number and capacity to efficiently perform the work required by this CONTRACT. CONTRACTOR shall also be required to provide non-compacting Vehicles for the collection of E-waste and white goods, which may contain 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 and shall be equipped with an adequate shovel, broom, and petroleum absorbent agents.

2. Fuel/Power

Vehicles used for Collection must use LNG (liquid natural gas) or CNG (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 service as permitted in item O.

3. Extra Vehicles

CONTRACTOR shall have available sufficient back-up Vehicles for each type of Collection Vehicle used to respond to breakdowns, complaints, and emergencies. Director may specify a minimum level of backup equipment required.

4. Maintenance

CONTRACTOR Vehicles used in the Service Area shall, always, be kept reasonably clean, 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 used in providing the required services in the Service Area to ensure that all collection Vehicles are safe to operate within the Service Area at all times in accordance with the requirements promulgated by COUNTY of Los Angeles 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. All inspection and maintenance records shall be open to inspection by Director and provided upon request. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition such as one that is experiencing excessive breakdowns resulting in service delays, leaking fluids, or other significant issues.

5. Vehicle List

Only those Vehicles submitted to and approved by Director shall be used in the Service Area. CONTRACTOR shall submit a complete list of Vehicles using Form V, accessible through Director's Solid Waste Information Management System (SWIMS) and update it as Vehicles change. Extra Vehicles intended as a backup shall be included.

6. Company Name

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

7. Vehicle Monitoring

CONTRACTORS shall utilize appropriate technologies (software and hardware) to meet Director's requirements for field operations location reporting. All Vehicles used for collection for Task 2 Services (abandoned waste, public receptacles, etc.) shall be equipped with data recording capabilities to capture video and route data from global positioning system (GPS) devices. There are inexpensive consumer dashboard cameras on the market that will record video and GPS location to meet this requirement. The use of any Vehicles to Collect Solid Waste without monitoring equipment requires Director's consent.

Failing to provide requested reports for any reason will be considered an admission of guilt for the purposes of investigating CONTRACT service commitments. For example, if Director requests a report to verify Collection occurred on a certain block, Director will have no way of knowing if CONTRACTOR intentionally deleted data to not incriminate themselves and therefore, the block will be considered not serviced if documentation is

not provided and the action will be subject to Liquidated Damages both the failed collection and for failure to submit the requested report.

a. Video Equipment

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, alley cleaning, and other items that may be of interest to Director.

Video equipment must be recording once a Vehicle leaves the yard during days of operation. 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 with a viewing angle approximately 129° diagonal, 103° horizontal, 77° vertical. CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as requested by Director. CONTRACTOR shall provide copies of videos and/or screen captures of a specific day, time, or for a specific location, within 48 hours of receiving Director request.

b. Global Positioning System (GPS)

This data will be maintained by CONTRACTOR either directly or through a third party service. The GPS shall be capable of tracking 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 generate reports. CONTRACTOR shall retain all data for a minimum of 12 calendar months or other duration approved by Director. 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 (between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.).

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be every one minute for fully automated Collection and every ten seconds for other Collection Vehicles, when within the Service Area.

EXHIBIT 3A3 – Additional Services

For bidding purposes, this sample contract contains a separate exhibit for each Service Area. They will be referred to as:

- Exhibit 3A3.1 Additional Service
  South Whittier

- Exhibit 3A3.2 Additional Services
  Avocado Heights

- Exhibit 3A3.3 Additional Services
  Santa Monica Mountains

EXHIBIT 3A3.1 – Additional Services
South Whittier

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7.

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 and excess waste discarded at the Set-Out Site on next regularly scheduled collection day upon at least 24-hours advanced notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR. CONTRACTOR shall not Collect without advanced notice but rather shall tag items with a Non-Collection Notice indicating proper requesting procedure and contact Occupant, as indicated in item C9 of Section 4.

CONTRACTOR shall Collect up to three 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, a maximum of ten items per pickup.

2. Excess Refuse

CONTRACTOR shall Collect Refuse in bags, up to five bags per pickup.

3. Excess Green Waste

CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to ten bags/bundles per pickup.

Move-in/Move-Out. CONTRACTOR shall offer an additional Bulky Item Collection to Collect a maximum of 20 items of Bulky Items or bagged excess Refuse within 14 days of an account being opened or closed within the Service Area.

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 the Attachment 7-3, Task 2 Service Fees of Exhibit 7 and charge for items listed in CONTRACTOR Documentation in Exhibit 3D.

C. Annual Cleanup Events Services (Item H2 of Exhibit 3A1)

CONTRACTOR shall conduct the Annual Cleanup Event each July, unless otherwise instructed Director or requested by CONTRACTOR and approved by Director.

EXHIBIT 3A3.2 – Additional Services
Avocado Heights

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7.

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 and excess waste discarded at the Set-Out Site on next regularly scheduled collection day upon at least 24-hours advanced notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR. CONTRACTOR shall not Collect without advanced notice but rather shall tag items with a Non-Collection Notice indicating proper requesting procedure and contact Occupant, as provided in item C9 of Section 4.

CONTRACTOR shall Collect up to three 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, a maximum of ten items per pickup.

2. Excess Refuse

CONTRACTOR shall Collect Refuse in bags, up to five bags per pickup.

3. Excess Green Waste

CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to ten bags/bundles per pickup.

Move-in/Move-Out. CONTRACTOR shall offer an additional Bulky Item Collection to Collect a maximum of 20 items of Bulky Items or bagged excess Refuse within 14 days of an account being opened or closed within the Service Area.

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 the Attachment 7-3, Task 2 Service Fees of Exhibit 7 and charge for items listed in CONTRACTOR Documentation in Exhibit 3D.

C. Annual Cleanup Events Services (Item H2 of Exhibit 3A1)

CONTRACTOR shall conduct the Annual Cleanup Event each April, unless otherwise instructed Director or requested by CONTRACTOR and 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 and Green Waste, or
- One or more two-cubic yard Dumpsters exclusively for Manure and Green Waste

CONTRACTOR shall provide Manure Dumpster scout services for no 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 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.

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 3D for Solid Waste Facilities.

EXHIBIT 3A3.3 – Additional Services
Santa Monica Mountains

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7.

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 and excess waste discarded at the Set-Out Site on next regularly scheduled collection day upon at least 24-hours advanced notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR. CONTRACTOR shall not Collect without advanced notice but rather shall tag items with a Non-Collection Notice indicating proper requesting procedure and contact Occupant, as indicated in item C9 of Section 4.

CONTRACTOR shall Collect up to three times per Contract Year all the services prescribed below. For example, Customer or 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, a maximum of ten items per pickup.

2. Excess Refuse

CONTRACTOR shall Collect Refuse in bags, up to five bags per pickup.

3. Excess Green Waste

CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to ten bags/bundles per pickup.

Move-in/Move-Out. CONTRACTOR shall offer an additional Bulky Item Collection to Collect a maximum of 20 items of Bulky Items or bagged excess Refuse within 14 days of an account being opened or closed within the Service Area.

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 the Attachment 7-3, Task 2 Service Fees of Exhibit 7 and charge for items listed in CONTRACTOR Documentation in Exhibit 3D.

C. Annual Curbside Cleanup Events Services (Item H2 of Exhibit 3A1)

Because collecting unlimited amounts of Bulky Items, excess Refuse and excess Green Waste with large Collection Vehicles may be unsafe on the narrow, mountain roads in this Service Area, CONTRACTOR shall submit an alternative plan that may include either or both the following methods:

1. Roll-Off Bins

CONTRACTOR shall place bins at locations that will be temporarily available to Occupants for disposal of Bulky Items or excess waste. CONTRACTOR shall site locations that are conveniently located and safe to its Occupants and submit a list of these locations for Director's approval.

2. Increased Bulky Item and Excess Waste Collection (Item H3 of Exhibit 3A1 and above in Section B of this Exhibit 3A3.2)

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 and Green Waste, or
- One or more two-cubic yard Dumpsters exclusively for Manure and Green Waste

CONTRACTOR shall offer Manure Dumpster scout services when a larger Collection Vehicle is unable to access 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 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.

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 3D for Solid Waste Facilities.

E. Carts (Item D9a(1) of Exhibit 3A1)

The color of Carts for this area are not an ordinary black, blue, and green as the community has requested a less bright color. CONTRACTOR shall submit color samples to Director for approval prior to ordering Carts. The same colors shall be used for the duration of the term of the CONTRACT.

F. Difficult to Service (Item O of Exhibit 3A1)

CONTRACTOR should consider the entire area as difficult to service as it is likely that CONTRACTOR shall be unable to Collect 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 Contract Services are provided.

G. Vehicles (Item E of Exhibit 3A1)

Since safety is a concern due to the steep and narrow terrains in this Service Area, CONTRACTOR shall physically review the Service Area prior to the start of Contract Services and develop a plan that includes assigning vehicles bearing the appropriate specifications, such as type and size, and shall conduct

regular maintenance to ensure that these vehicles are functioning properly. CONTRACTOR shall also make necessary modifications on vehicles to ensure safety. A standard 25-cubic-yard automated Collection Vehicle will not be allowed to provide service to most of the area as the risk of a fully loaded truck on the hills would be too great of a risk to the public. In its plan, CONTRACTOR may include Vehicles fueled with diesel. CONTRACTOR shall conduct regular trainings to drivers to reinforce safety measures needed to ensure their safety and the safety of the Occupants.

H. Solid Waste Transportation, Processing, Diversion, and Disposal (Item F of Exhibit 3A1)

Director reserves the right to direct Solid Waste to a specific site or facility upon CONTRACT with CONTRACTOR. This Service Area requires CONTRACTOR to use a specific site or facility without additional compensation. CONTRACTOR must take all Refuse to the Calabasas Canyon Landfill. Refuse taken to any other facility requires Director consent.

EXHIBIT 3D – Contractor Documantation

All documentation listed below is to be attached to CONTRACT as Exhibit 3D. 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. Inventory of Service Assets

Include all documents that encumber or limit CONTRACTOR's interest in Service Assets, which includes identifying serial numbers on Carts promptly upon acquisition.

3. Container Specifications

Include Container capacity options, container 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.

B. Director Consent Required

1. Form of Non-Collection Notice (Section 4C)

Include any Green Waste exclusions.

2. Form of Terms and Conditions (item L1 of Exhibit 3A1)

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. **Intentionally Omitted**

10. **Sharps Collection (item H6 of Exhibit 3A1)**

11. **Mulch and Compost Giveaway Program (item H7 of Exhibit 3A1)**

12. **Alternatives to Fully Automated Collection 96-Gallon Carts (item D98of Exhibit 3A1)**

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,***

    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;
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample reports; and
- Reasons for facility change;

If the facility is changed to one charging a higher fee, CONTRACTOR is not allowed to pass increased cost to Customer or COUNTY, as described in item E of Exhibit 7.

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 the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste (https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html).
CONTRACTOR must submit a copy of either the CDFA agreement or evidence of application for the agreement.

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, 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

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. 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 CONTRACTin 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/email 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.

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 Task 1 and Task 2 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 Task 1 and Task 2 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, postclosure, 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 4B 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 4B 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 Task 1 and Task 2 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 Task 1 and Task 2 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 Task 1 and Task 2 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 Task 1 and Task 2 services under this CONTRACT secure and maintain the insurance coverage required in Part 4B1 through B7 by providing evidence that either:

- CONTRACTOR is maintaining the required insurance covering the activities of Subcontractors, or
- 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 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 Franchise Fees, 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 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 Task 1 and Task 2 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 Task 1 and Task 2 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 of Service Area

Upon request of Director, CONTRACTOR shall use Reasonable Business Efforts to cooperate with a local agency with respect to providing Task 1 and Task 2 Services or MSW Management Services, in the following events:

(1) the Service Area is annexed by that local agency in accordance with applicable laws, and

(2) the Parties agree to amend this CONTRACT to delete the annexed area from the definition of "Service Area".

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 (County Services Only)

a. COUNTY'S Best Interest

With respect to County Services only, COUNTY policy requires that 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 6D2 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 franchise 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 franchise 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.

2. Additional Transfer Costs

While COUNTY'S processing CONTRACTOR'S request for Transfer, CONTRACTOR shall further pay COUNTY its additional Transfer 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 Task 1 and Task 2 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 to the satisfaction of the owner of damaged property, any physical damage to public or private property and shall reimburse to the satisfaction of an 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 3D2a) as consented to by CONTRACTOR:

a. ***Changes in the scope of Task 1 and Task 2 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 3D 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 Task 1 and Task 2 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 3D (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

2. 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 3D.

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 3D. 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 3D.)

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 16 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 Task 1 and Task 2 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 Task 1 and Task 2 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.

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 Task 1 and Task 2 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, Bidders, and Vendors

CONTRACTOR shall deal with its Subcontractors, bidders, 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 12E 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 3D 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 Task 1 and Task 2 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 Task 1 and Task 2 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 Task 1 and Task 2 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@DPW.LACounty.gov

Address for Notices by Mail:

County of Los Angeles Department of Public Works
Environmental Programs Division
900 South Fremont Avenue
Alhambra, CA 91803

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 complied, 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 3D 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 3D 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 3D 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 3D.

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 discarded or dumped at locations in Public Right of Way including palm fronds but excluding other materials occurred by natural causes and **is described in Section A of Exhibit 3A2**.

AB 939 means the California Integrated Waste Management Act of 1989, California Public Resources Code Section 40000 *et seq*.

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 Section10.

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.

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 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. Compare “Reasonable Business Efforts”, “Reasonable”

Bilingual means in the languages of English and Spanish.

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 the Container that can be safely lifted by two individuals using a dolly. A Bulky Item that has been placed at the Set-Out Site by the Occupant for Collection by CONTRACTOR, or for Customers with roll-out service, called in 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;
- E-waste (such as computer, telephones, and televisions);
- 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;
- Bagged reusable clothing;
- 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 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.

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 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** is defined in Exhibit 3A1means Solid Waste pickup(s) made by CONTRACTOR required by and in accordance with this CONTRACT, including Abandoned Waste.

Commencement Date means the first day CONTRACTOR is scheduled to Collect Solid Waste under the Transition Plan.

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 and is also defined in Section 1.

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 Exhibit 3D.

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 3D; 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 emerging technologies capable of converting the organic or carbon-containing materials portion of post-recycling residual solid waste and turning it into useful products, including renewable and environmentally benign 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 COUNTY'S Department of 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 fees 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 all Urban Consumers (Los Angeles-Riverside-Orange County) (Not Seasonally Adjusted) All items, Series ID CUURA421SA0, Base Period 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics at https://data.bls.gov/timeseries/CUURA421SA0.

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 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 Schedule means the rates for CONTRACTOR's compensation for providing Task 1 Services.

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, 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 Direct Costs are 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 that 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 Service Fee schedule.

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% 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 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, 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.

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, 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 and is also define in Section 2A

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 that may not be suitable for composting;
- Other COUNTY-approved items listed in the Terms and Conditions; and
- Food Waste.

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.

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 CaI/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.

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 animal dung or excrement, and may include straw or other absorbent.

Monthly Report is described in item A1 of Section 10.

More Than Expected Number means a quantity greater that 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 3D 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 3D.

Organic Waste or Organics means the waste defined in AB 1826 and Director may include portions of AB 1383, and includes:

- Food Waste, and
- Green Waste.

Party or **Parties** means COUNTY and CONTRACTOR, individually and together, respectively.

Performance Obligations means every obligation and liability of CONTRACTOR under this CONTRACT and is also defined in Section 1

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 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 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.

Public Right-of-Way is defined in Section A of Exhibit 3A2 and 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 pursing 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 Occupants 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;
- Franchise Fees paid to COUNTY; and
- Records that may be relevant in the event of an action under CERCLA or similar claims.

Recyclables is also defined in Item G of Exhibit 3A1 and means Solid Waste that may potentially be Diverted from disposal (excluding Green Waste 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. 3 plastic (PVC-Vinyl or Polyvinyl Chloride);
- 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); and
- Mattresses, excluding those made mostly of foam.

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 or other report CONTRACTOR is required to submit in accordance with this CONTRACT.

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.

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 65 percent of the Service Fee shown on the Customer Service Fee schedule.

Service Fees means fees, charges, and other compensation that CONTRACTOR bills a Customer and/or COUNTY for providing Collection with respect to Contract (Task 1 and Task 2) Services; both:

- Customer Service Fees; and
- County Service Fees.

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 and Exhibit 3A2.

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 in the Service Area, excludes Unpermitted Waste but includes all the following:

- Green Waste,
- Recyclables,
- Refuse,
- E-Waste,
- Organic Waste,
- 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 3D.

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.

Sweep means to search the specified area; collect and Dispose of Solid Waste not in Containers.

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

Task 2 Services means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection Services and Public Receptacle Collection Services is also defined in Section 1.

Term means the period determined under Section 2 of this CONTRACT.

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 Section 13, Item A of Exhibit 5, and included in CONTRACTOR Documentation in Exhibit 3D.

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 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.

B. Service Fee Adjustments

1. Requirements

Upon CONTRACTOR's written request submitted by May 1, every July 1, the Service Fees may be adjusted by Director in any of the following events:

- Annual changes in the Consumer Price Index (CPI), Department of Energy (DOE) Compressed Natural Gas (CNG), or Energy Information Agency (EIA) Liquefied Natural Gas (LNG) in accordance with the Service Fee adjustment protocol in subsections B, C, and D and a minimum of six months has elapsed since Commencement Date; or
- Change in CONTRACTOR'S costs of Disposal of Refuse as shown on the public tipping fees on January 1 from the Solid Waste Facility it has designated in CONTRACTOR Documentation in Exhibit 3D and any other supporting documentation, submitted to Director by March 1 and a minimum of 12 months has elapsed since Commencement Date; or
- Change in CONTRACTOR'S costs of Disposal or Diversion of Green Waste as shown on the public tipping fees on January 1 from the Solid Waste Facility it has designated in CONTRACTOR Documentation in Exhibit 3D and any other supporting documentation, submitted to Director by March 1 and a minimum of 12 months has elapsed since Commencement Date; or

Upon CONTRACTOR's written request the Service Fees may be adjusted by Director in any of the following events and may occur anytime during the CONTRACT Term:

- Change in CONTRACTOR'S Direct Costs of providing Contract Services due to Changes in Law as agreed to between CONTRACTOR and Director. Any resulting 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 below.
- Change in CONTRACTOR'S Direct Costs up to ten percent due to changes in Contract Services.

A sample calculation is attached in Attachment 7-1 of this Exhibit.

2. Rounding

All calculations are rounded to the nearest 1/100th 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

Based on an industry average, COUNTY has estimated CONTRACTOR's expenses on this CONTRACT as the following:

- 65 percent will be related to labor,
- 5 percent fuel,
- 20 percent Refuse Disposal,
- 10 percent Green Waste Diversion,
- 0 percent Organic Diversion (Green Waste + Food Waste),
- 0 percent Food Waste Diversion, and
- 0 percent Recyclables Diversion.

Therefore, the monthly Service Fees for Contract Services will be adjusted per those proportions. A sample calculation is attached in Attachment 7-1 of this Exhibit.

Disposal/Diversion Ratio Modifications. The total expense for Disposal and Diversion is estimated to be 30 percent. COUNTY acknowledges that CONTRACTOR's expenses for Disposal and Diversion are likely to change significantly in the future. Therefore prior to each annual July 1 rate adjustment, Director will review data from all of its Solid Waste contracts with residential Cart Collection and adjust the industry average for 20 percent Refuse Disposal and 10 percent Green Waste Diversion, if appropriate. If insufficient data is available, an adjustment will not be made. Also, there will not be an adjustment specific to this CONTRACT. For example, if Green Waste Diversion costs were to rise, the current 10 percent could become 12 percent for both the Santa Monica Mountains and Avocado Heights regardless if actual Green Waste Diversion costs were different for the two Service Areas; and Disposal would decrease from 20 percent to 18 percent. All adjustments are at the Director's sole discretion. There is no modification to the 65 percent labor or 5 percent fuel.

Note that for comparison purposes, COUNTY prepared a sample rate adjustment for a Service Areas using actual costs for labor, fuel, and disposal and comparing them from one year to the next and then divided by the number of Customers. The results were within $0.01 of the method described in this Exhibit but without the need to disclose employees'

salaries. Therefore. COUNTY believe its methodology results in a fair, pass-through of incurred expenses, such as an increase in disposal costs.

4. Maximum Rate Adjustment

Periods for six-month or one-month extensions are not eligible for any Service Fee adjustments. Cumulative adjustments to the Service Fees cannot exceed:

- 35 percent during the period commencing on date CONTRACTOR begins providing Contract Services, and ending on the initial Termination Date (for example, a year one Customer Service Fee of $20 cannot exceed $27 in year seven). No fee adjustment for CPI or fuel is allowed during the first six months after Commencement Date and no fee adjustment for Disposal/Diversion is allowed during the first 12 months after Commencement Date.
- 45 percent during the period commencing on the initial Termination Date and ending two years thereafter on the first possible extended Termination Date.
- 55 percent during the period commencing on the first possible extended Termination Date and ending two years thereafter on the second possible extended Termination Date.
- Total Service Fee of adjustment for CONTRACT can only exceed 55 percent compared to year one Service Fees, for increases in direct costs due to Changes in promulgated by the State during the Term. For example, if fees were $20 at the start of CONTRACT, the maximum rate after all extensions is $31.

Plain Language Table

Contract Period (on July 1)*	Maximum Cumulative Service Fee Adjustment**
Years 0 to 1	0 percent
Years 2 to 7	35 percent
Years 8 to 9 (2-year extension)	45 percent
Years 10 to 11 (2-year extension)	55 percent
Six 1-month extension	Not applicable

* Rate adjustments due to Changes in Laws or Contract Services as indicated in subsection B1 above may be implemented at any time during the Term.

** The maximum rate adjustment does not include any increased costs due to Changes in Lay promulgated by the State. For example, during the first seven years of the CONTRACT, the rate could increase 35 percent plus a $4 per ton State-mandated disposal fee

5. Customer 30-Day Notice

CONTRACTOR shall provide all Customers a minimum of 30-days advance written notice of the implementation of changes in any Customer Service Fees or other notices directed by Director.

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 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 CONTRACT 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. Recyclables

There is no adjustment for Recyclables at this time. However, Director may include a Director determined adjustment at any time in in the future, at Director's sole discretion. A reason for an adjustment may include a significant change in the value of a commodity.

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.

C. Service Fee Adjustment for Annual Increase or Decrease in CPI

Beginning on or after six months must elapse from the Commencement Date to July 1 of the current year, the CPI component of the Service Fee will be adjusted by 75 percent of 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 next 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, per 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.

D. Service Fee Adjustment for Annual Increase or Decrease in Fuel

A minimum of six 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 LNG. The adjustment of the DOE Diesel component will apply only to the percentage of Vehicles in a fleet that use diesel.

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 prior year and ending in December of the prior year (averages for the fourth quarter are not available early enough to be used), and
- The DOE CNG quarterly averages commencing January of the 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 next 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 and Green Waste Diversion Facility Fees

The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal and Green Waste Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in CONTRACTOR Documentation in Exhibit 3D. A minimum of 12 months must elapse between Commencement Date and July 1 of the current year. 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.

1. Facilities Open to Public

The Refuse Disposal and Green Waste Diversion components of the Service Fees will be adjustment by the percent change, if any, between the following:

- The Refuse Disposal and Green Waste Diversion posted tipping fees on January 1 of the current year, and
- The Refuse Disposal and Green Waste Diversion posted tipping fees on January 1 of the previous year.

2. Facilities Not Open to Public

The Refuse Disposal and Green Waste Diversion components of the Service Fees will be adjustment by the percent change, if any, between the following:

- The cost for Refuse Disposal and Green Waste Diversion on January 1 of the current year, and
- The cost for Refuse Disposal and Green Waste Diversion on January 1 of the previous year.

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.

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 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.

3. Transfer (Trans) Loading Plus Disposal/Diversion Elsewhere

The Refuse Disposal and Green Waste Diversion components of the Service Fees will be adjusted by the percent change, if any, between the following:

- The cost for Refuse and Green Waste transferring, transporting, and Disposal/Diversion on January 1 of the current year, and

- The cost for Refuse and Green Waste transferring, transporting, and Disposal/Diversion on January 1 of the previous year.

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. Future Service Fee Adjustment Components

As of the Commencement Date, certain expenses in item P of Exhibit 31A are zero because CONTRACTOR does not incur them. The weighted adjustments in subsection B3 above may be changed if CONTRACTOR incurs those expenses after the Commencement Date. For example, as of the Commencement Date CONTRACTOR has no expenses for Food Waste collection, as shown by zero in item P of Exhibit 3A1 . If COUNTY converts the Green Waste Container to an organics Container for both Green Waste and Food Waste, or adds a separate Food Waste Container, those negotiated expenses discussed would no longer be zero.

G. Service Fee Adjustment Definitions

"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.

"CPI" means the Consumer Price Index for all Urban Consumers (Los Angeles-Riverside-Orange County) (Not Seasonally Adjusted) All items, Series ID CUURA421SA0, Base Period 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics at https://data.bls.gov/timeseries/CUURA421SA0.

"Diesel Fuel Component" means 5 percent of the Net Rate shown on the Rate Schedule times the percentage of Vehicles that use diesel.

"Disposal Component" means 20 percent of the Customer Service Fee shown on the Service Fee schedule.

"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 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, 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, or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director.

"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.

"Service Component" means 65 percent of the Service Fee shown on the Customer Service Fee schedule.

"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.

H. 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.

ATTACHMENT 7-1 – Service Fee Adjustment Example

A. Annual increase or decrease in CPI Example (C of Exhibit 7)

Table 1–Adjustment Due to Change in CPI

Calculate percent change in CPI (12-month average, not month-to-month)	03/01/15-02/29/16	221.64
	03/01/16-02/28/17	228.59
	Percent change	3.14% (not more than COUNTY salary increase)
Adjustment to Service Fee	100% of percent change in CPI	**3.14%**

B. Annual increase or decrease in Fuel Example (D of Exhibit 7)

Table 2A–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 2015	(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12
	January, April, July, and October 2016	(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 (Fleet=4 CNG Vehicles, 6 LNG Vehicles)	0.40 X 10.85% = **4.34%**

Table 2B - 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 (Fleet=4 CNG Vehicles, 6 LNG Vehicles)	0.60 X 10.85% = **6.51%**

C. Changes in Disposal/Diversion Tipping Fees Example (E of Exhibit 7)

Table 3A–Adjustment Due to Change in Refuse Disposal Tipping Fees at Facility One

Calculate percentage change in Disposal tipping fees	01/01/14 (Contract started 9/1/14)	$50.00
	01/01/15	$52.00
	01/01/16	$55.00
	Percent change (compare to 2014 since no adjustment allowed prior year)	10.00%
Adjustment to Disposal	45% of Disposal at this facility	0.45 X 10.00% = **4.50%**

Table 3B–Adjustment Due to Change in Refuse Disposal Tipping Fees at Facility Two

Calculate percentage change in Disposal tipping fees	01/01/14 (Contract started 9/1/14)	$40.00
	01/01/15	$43.00
	01/01/16	$46.00
	Percent change (compare to 2014 since no adjustment allowed prior year)	15.00%
Adjustment to Disposal	55% of Disposal at this facility	0.55 X 15.00% = **8.25%**

Table 3C–Adjustment Due to Change in Green Waste Diversion Tipping Fees at Facility

Calculate percentage change in Diversion tipping fees	01/01/14 (CONTRACT started 9/1/14)	$30.00
	01/01/15	$30.00
	01/01/16	$36.00
	Percent change (compare to 2014 since no adjustment allowed prior year)	**20.00%**

D. Weighted Service Fee Adjustment Percentage Example (C, D, and E of Exhibit 7)

Table 4–Sum of Adjustments

Service Fee Component	Relative weight of Service Fee	Adjustment due to change in indices/ change in disposal tipping fees	Weighted Service Fee Adjustment Percentage
Service Component (CPI)	65% of Service Fee	3.14%	2.05%
Fuel Component	5% of Service Fee	6.51% + 4.34%	0.54%
Refuse Disposal Component	20% of Service Fee	4.50% + 8.25%	2.55%
Green Waste Diversion Component	10% of Service Fee	20.00%	2.00%
Weighted Service Fee Adjustment Percentage			**7.14%**

ATTACHMENT 7-2 – Task 1 Service Fees

For bidding purposes, this sample CONTRACT contains a separate table for each Service Area that must be completed for each Service Area that is being bid on. They will be referred to as:

- Attachment 7-2.1 Task 1 Service Fees
  South Whittier

- Attachment 7-2.2 Task 1 Service Fees
  Avocado Heights

- Attachment 7-2.3 Task 1 Service Fees
  Santa Monica Mountains

PW-4.2.1

ATTACHMENT 7-2.1 – Task 1 Service Fees
South Whittier

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	Monthly Rate Per Customer (Billed to Customer)
MONTHLY RATE	
Monthly Rate for Cart Basic Services (Exhibit 3A1) • One 96-gallon (0.5 cu yd) Refuse Cart • One or two 96-gallon (0.5 cu yd) Recyclables Cart(s) • One or two 96-gallon (0.5 cu yd) Green Waste Cart(s) Sum of Refuse, Recyclables, and Green Waste	 $____ $____ $____ $____ (Total)
Monthly Discounts ($ • Senior	asic Services Total
Additional Containers 2 Recyclables, 2 Green • One 96-gallon Ref • One 96-gallon Rec • One 96-gallon Gre	
Additional On-Call Pi (Exhibit 3A1 H3 & Sec • Bulky Items, exces all items)	 time charge equal to asic Service Rate)
Container Size Excha • Each additional ex	 $____
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Section 7A2d) • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service (Over 100 feet)	 +5% of Basic Services Total $___ (25% of Basic Services Total) Negotiated with Customer
Difficult to Service (Exhibit 3A1 O & Section 7A2c) • Cost per Customer	If applicable to Service Area $____ (50% of Basic Services Total)
Manure Service, per collection each week (Exhibit 3A1 D13 & Section 7A2g) • 64-gallon Cart • 2-cubic yard Dumpster (including Roll-Out)	If applicable to Service Area $n/a $n/a

The information provided on Form PW-4.2.1, Task 1 Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

Services	Monthly Rate Per Customer (Billed to Customer)
Bear Resistant Cart-fee per Cart (Exhibit 3A1 D12 & Section 7A2h)	If applicable to Service Area
• 96-gallon Cart (Rental with free replacement for Term)	$n/a
• 96-gallon Cart (Purchase without free replacement)	$n/a (one-time)
Locking Recyclables Cart (Exhibit 3A1 D14)	
• 96-gallon Cart	$____ (one-time)
Billing Fees (Section 7B7)	
• Late fee	10%
• Interruption of service	$25
• Returned checks	$25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____	_____	_____
Proposer's Printed Name	Proposer's Signature	Date Signed

PW-4.2.2

ATTACHMENT 7-2.2 – Task 1 Service Fees
Avocado Heights

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	Monthly Rate Per Customer (Billed to Customer)
MONTHLY RATE	
Monthly Rate for Cart Basic Services (Exhibit 3A1) • One 96-gallon (0.5 cu yd) Refuse Cart • One or two 96-gallon (0.5 cu yd) Recyclables Cart • One or two 96-gallon (0.5 cu yd) Green Waste Cart Sum of Refuse, Recyclables, and Green Waste	 $____ $____ $____ $____ (Total)
Monthly Discounts ($ • Senior	asic Services Total
Additional Containers 2 Recyclables, 2 Green • One 96-gallon Ref • One 96-gallon Rec • One 96-gallon Gre	
Additional On-Call Pi (Exhibit 3A1 H3 & Sec • Bulky Items, exces all items)	 time charge equal to asic Service Rate)
Container Size Excha • Each additional ex	 $____
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Section 7A2d) • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service (Over 100 feet)	 +5% of Basic Services Total $___ (25% of Basic Services Total) Negotiated with Customer
Difficult to Service (Exhibit 3A1 O & Section 7A2c) • Cost per Customer	If applicable to Service Area $___ (50% of Basic Services Total)
Manure Service, per collection each week (Exhibit 3A1 D13 & Section 7A2g) • 64-gallon Cart • 2-cubic yard Dumpster (including Roll-Out/Scout Service)	If applicable to Service Area $____ $____
Bear Resistant Cart-fee per Cart	If applicable to Service Area

The information provided on Form PW-4.2.2, Task 1 Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

Services	Monthly Rate Per Customer (Billed to Customer)
(Exhibit 3A1 D12 & Section 7A2h) • 96-gallon Cart (Rental with free replacement for Term) • 96-gallon Cart (Purchase without free replacement)	 $n/a $n/a (one-time)
Locking Recyclables Cart (Exhibit 3A1 D14) • 96-gallon Cart	 $____ (one-time)
Billing Fees (Section 7B7) • Late fee • Interruption of service • Returned checks	 10% $25 $25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____	_____	_____
Proposer's Printed Name	Proposer's Signature	Date Signed

PW-4.2.3

ATTACHMENT 7-2.3 – Task 1 Service Fees
Santa Monica Mountains

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	Monthly Rate Per Customer (Billed to Customer)
MONTHLY RATE	
Monthly Rate for Cart Basic Services (Exhibit 3A1) • One 96-gallon (0.5 cu yd) Refuse Cart • One or two 96-gallon (0.5 cu yd) Recyclables Cart • One or two 96-gallon (0.5 cu yd) Green Waste Cart Sum of Refuse, Recyclables, and Green Waste	 $____ $____ $____ $____ (Total)
DISCOUNTS SUBTRACTED FROM MONTHLY RATE	
Monthly Discounts (Section 7A3) • Senior	 -25% of Basic Services Total
Additional Containers 2 Recyclables, 2 Gree • One 96-gallon Ref • One 96-gallon Rec • One 96-gallon Gre	
Additional On-Call Pi (Exhibit 3A1 H3 & Sec • Bulky Items, exces all items)	 time charge equal to sic Service Rate)
Container Size Excha • Each additional ex	
Roll-Out Service for no • Mandatory Minimu • Full Service (Up to • Extended Full Service (Over 100 feet)	 sic Services Total % of Basic Services Total) Negotiated with Customer
Difficult to Service (Exhibit 3A1 O & Section 7A2c) • Cost per Customer	If applicable to Service Area $____ (50% of Basic Services Total)
Manure Service, per collection each week (Exhibit 3A1 D13 & Section 7A2g) • 64-gallon Cart • 2-cubic yard Dumpster	If applicable to Service Area $____ $____

The information provided on Form PW-4.2.3, Task 1 Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

Services	Monthly Rate Per Customer (Billed to Customer)
• Roll-Out/Scout Service	Negotiated with Customer
Bear Resistant Cart-fee per Cart (Exhibit 3A12 D1 & Section 7A2h) • 96-gallon Cart (Rental with free replacement for Term) • 96-gallon Cart (Purchase without free replacement)	If applicable to Service Area $n/a $n/a (one-time)
Locking Recyclables Cart (Exhibit 3A1 D14) • 96-gallon Cart	 $____ (one-time)
Billing Fees (Section 7B7) • Late fee • Interruption of service • Returned checks	 10% $25 $25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name Proposer's Signature Date Signed

ATTACHMENT 7-3 – Task 2 Service Fees

For bidding purposes, this sample CONTRACT contains a separate table for each Service Area that must be completed for each Service Area that is being bid on. They will be referred to as:

- Attachment 7-3.1 Task 2 Service Fees
  South Whittier

- Attachment 7-3.2 Task 2 Service Fees
  Avocado Heights

- Attachment 7-3.3 Task 2 Service Fees
  Santa Monica Mountains

PW-4.3.1

ATTACHMENT 7-3.1 – Task 2 Service Fees
South Whittier

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)			
Expected Number of incidents, up to 189 of up to 4 cu yds: • Alleys (3.27 miles) • Parkways, Sidewalks, Streets (137.87 miles)	$____ (per incident)	2017 18 tons 179 incidents 141.14 miles	$_____
More Than Expected Number of incidents, between 190 and 344, of up to 4 cu yds: • Alleys, Parkways, Sidewalks, Streets	$____ (per incident)	2016 17 tons 172 incidents 141.14 miles	$_____
More than 4 cu yds, up to 172 incidents Alleys, Parkways, Sidewalks, or Streets	$____ (per incident)		$_____
Aban			A2 A5)
Monitoring All Location		ons	$_____
Waste Collection from yds total per day		ys eet s (est.)	$_____
Additional Hot Zones M more length)		ys et (25%	$_____ (25% of above)
Additional Hot Zones V cu yds total per day		e) (est.)	$_____ (25% of above)
Waste Collection from up to 130 days		ys	$_____
Standard or Solar Con Collection twice per da			$0
Additional public recep to 125% more recepta			$_____
		s Sum:	$____

The information provided on Form PW-4.3.1, Task 2 Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ _____ _____

Proposer's Printed Name Proposer's Signature Date Signed

PW-4.3.2

ATTACHMENT 7-3.2 – Task 2 Service Fees
Avocado 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. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)			
Expected Number of incidents, up to 15 of up to 4 cu yds: • Alleys (0 miles) • Parkways, Sidewalks, Streets (44.71 miles)	$____ (per incident)	2017 5 tons 48 incidents 44.71 miles	$_____
More Than Expected Number of incidents, between 16 and 28, of up to 4 cu yds: • Alleys, Parkways, Sidewalks, Streets	$____ (per incident)	2016 2.57 tons	$_____
More than 4 cu yds, up [illegible] Alleys, Parkways, Sidew[illegible]	$	14 incidents miles	$_____
Aban[illegible]		2 A5)	
Monitoring All Location[illegible]		ons	n/a
Waste Collection from A[illegible] yds total per day		ys	n/a
Additional Hot Zones M[illegible]		ys	$_____
Additional Hot Zones W[illegible] cu yds total per day		et	$_____
Waste Collection from [illegible] up to 130 days		ys	$_____
Standard or Solar Com[illegible]			n/a
Additional public recept[illegible] (assume Collection twice			$_____
		Sum:	$____

The information provided on Form PW-4.3.2, Task 2 Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ Proposer's Printed Name

_____ Proposer's Signature

_____ Date Signed

PW-4.3.3

ATTACHMENT 7-3.3 Task 2 Service Fees
Santa Monica Mountains

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)			
Expected Number of incidents, up to 26 of up to 4 cu yds: • Alleys (0 miles) • Parkways, Sidewalks, Streets (508.93 miles)	$____ (per incident)	2017 2 tons 16 incidents 508.93 miles	$_____
More Than Expected Number of incidents, between 27 and 48, of up to 4 cu yds: • Alleys, Parkways, Sidewalks, Streets	$____ (per incident)	2016 2.57 tons 24 incidents miles	$_____
More than 4 cu yds, up to 24 incidents Alleys, Parkways, Sidew	$		$_____
Aband		2 A5)	
Monitoring All Locations		ons	n/a
Waste Collection from A yds total per day		ys	n/a
Additional Hot Zones M		ys	$_____
Additional Hot Zones W cu yds total per day		et	$_____
Waste Collection from w up to 130 days		ys	$_____
Standard or Solar Comp			n/a
Additional public recepta (assume Collection twice			$_____
		Sum:	$____

The information provided on Form PW-4.3.3, Task 2 Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

_____ Proposer's Printed Name

_____ Proposer's Signature

_____ Date Signed

ATTACHMENT 7-4 – Emergency Service Fees

For bidding purposes, this sample CONTRACT contains a separate table for each Service Area that must be completed for each Service Area that is being bid on. They will be referred to as:

- Attachment 7-4.1 Emergency Service Fees
  South Whittier

- Attachment 7-4.2 Emergency Service Fees
  Avocado Heights

- Attachment 7-4.3 Emergency Service Fees
  Santa Monica Mountains

PW-4.4.1

ATTACHMENT 7-4.1 – Emergency Service Fees
South Whittier

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

Services	Monthly Rate Per Customer (billed to COUNTY)
As-Needed Emergency (Section 11B) • Task 1 Services • Solid Waste not in Containers • Roll-Off Containers or Drop-Off Events • Palm Fronds	 Comparable Municipal Solid Waste fees $____/ton and $____/cubic yard Comparable Municipal Solid Waste fees $____/hour per Vehicle

Proposers are res[illegible]e conditions in the Service Area.

_____ _____ _____

Proposer's Printed [illegible] Date Signed

The information provided on Form PW-4.4.1, Emergency Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

PW-4.4.2

ATTACHMENT 7-4.2 – Emergency Services Fees
Avocado 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	Monthly Rate Per Customer (billed to COUNTY)
As-Needed Emergency (Section 11B) • Task 1 Services • Solid Waste not in Containers • Roll-Off Containers or Drop-Off Events • Palm Fronds	 Comparable Municipal Solid Waste fees $____/ton and $____/cubic yard Comparable Municipal Solid Waste fees $____/hour per Vehicle

Proposers are res[illegible]e conditions in the Service Area.

_____ _____ _____

Proposer's Printed [illegible] Date Signed

The information provided on Form PW-4.4.2, Emergency Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

PW-4.4.3

ATTACHMENT 7-4.3 – Emergency Service Fees
Santa Monica Mountains

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

Services	Monthly Rate Per Customer (billed to COUNTY)
As-Needed Emergency (Section 11B) • Task 1 Services • Solid Waste not in Containers • Roll-Off Containers or Drop-Off Events • Palm Fronds	 Comparable Municipal Solid Waste fees $____/ton and $____/cubic yard Comparable Municipal Solid Waste fees $____/hour per Vehicle

Proposers are res[illegible]e conditions in the Service Area.

_____ _____ _____

Proposer's Printed [illegible] Date Signed

The information provided on Form PW-4.4.3, Emergency Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.

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 pay days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

No.	Description of Liquidated Damage	Amount
	CUSTOMER SERVICE	
C01	For each failure to honor commitment to resolve 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) or charging any Customer more than Customer Service Fees.	$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
	CONTRACT LANGUAGE	
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: • Customer and Occupant correspondence under item F of Section 4 • Publicity materials under item G1 of Section 4; • News releases and trade journal articles related to Solid Waste Collection Services, under item G2 of Section 4 • Customer and Occupant outreach materials under item L of Exhibit 3A1.	$1,000 per occurrence and $1,000 each calendar day before retraction or correction of misinformation identified by Director
L03	Failure to timely submit documentation for review or comment by Director.	$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

No.	Description of Liquidated Damage	Amount
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with Section 1F.	$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 10A1 and 10B1 of Exhibit 3D .	$100 per day
R02	Failure to submit Quarterly reports in accordance with items 10A2 and 10B2 of Exhibit 3D.	$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 3D	$300 per day
R04	Failure to report adverse information in accordance with items 10C, B, D, and E of Exhibit 3D.	$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 3D.	$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Exhibit 3A1	$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
S04	For each failure to equip a Collection Vehicle with signs in accordance with item E9 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

No.	Description of Liquidated Damage	Amount
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A	$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 A5 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) receptacle, 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 Exhibit 3A1.	$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.

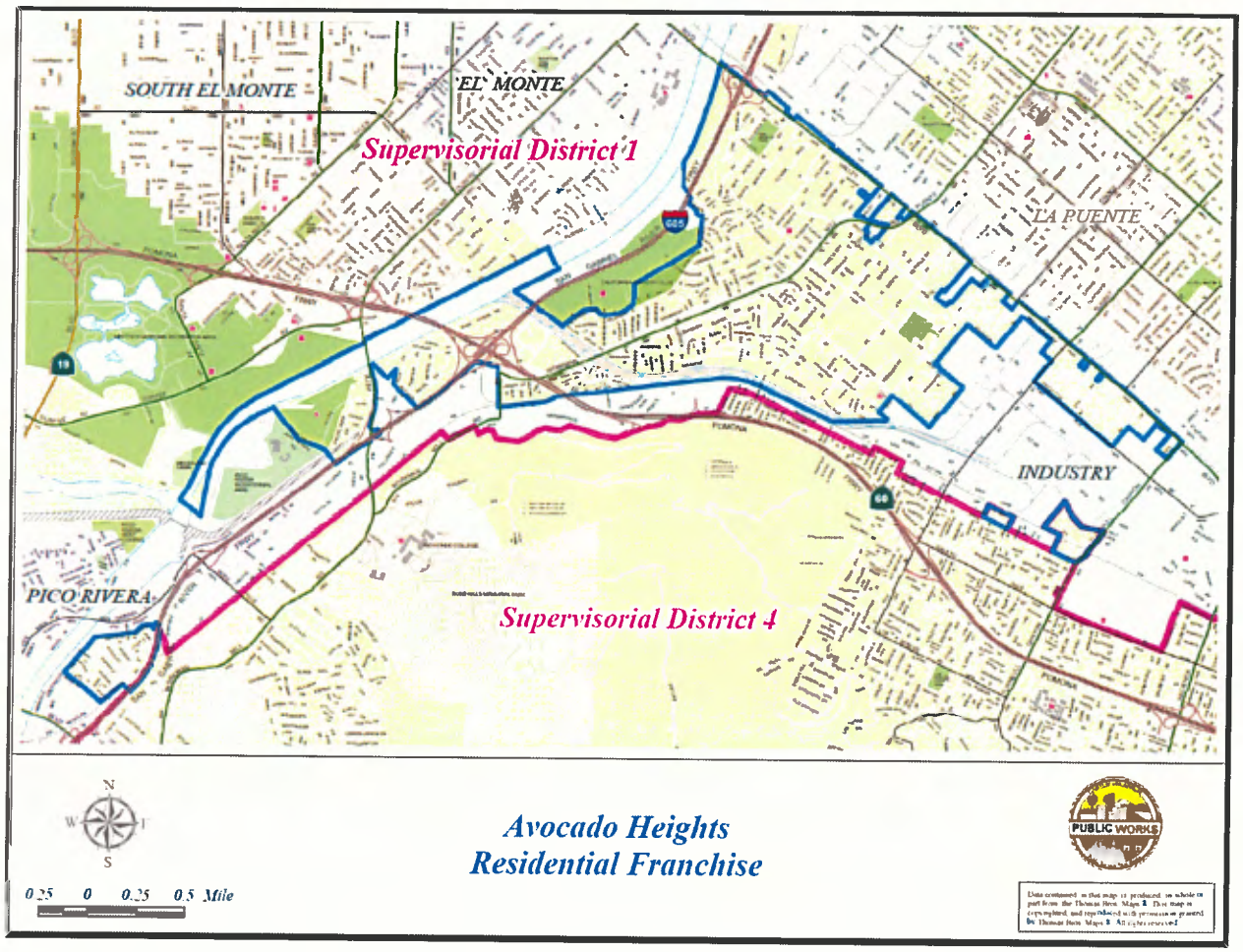
CONTRACTOR
Initial Here: _____

COUNTY
Initial Here: _____

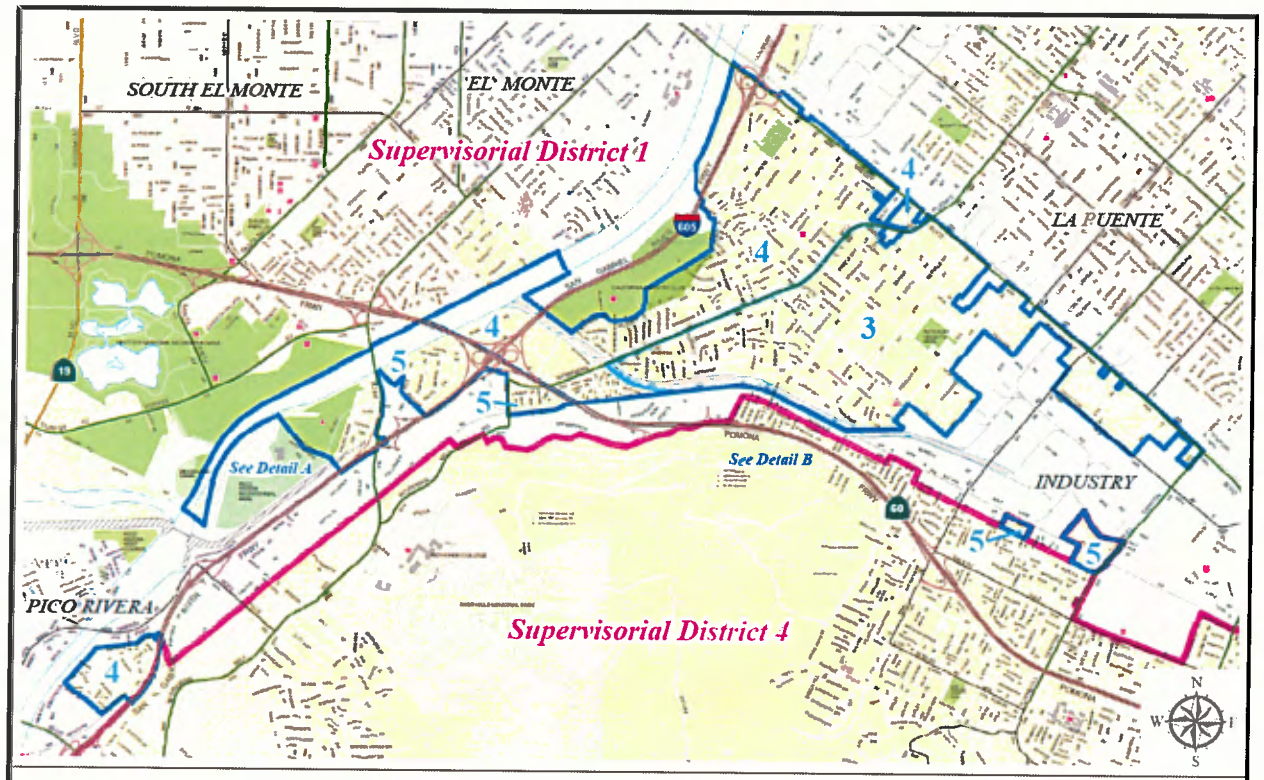
Item 16.A.1.1 – Service Area and Collection Schedule

Avocado Heights

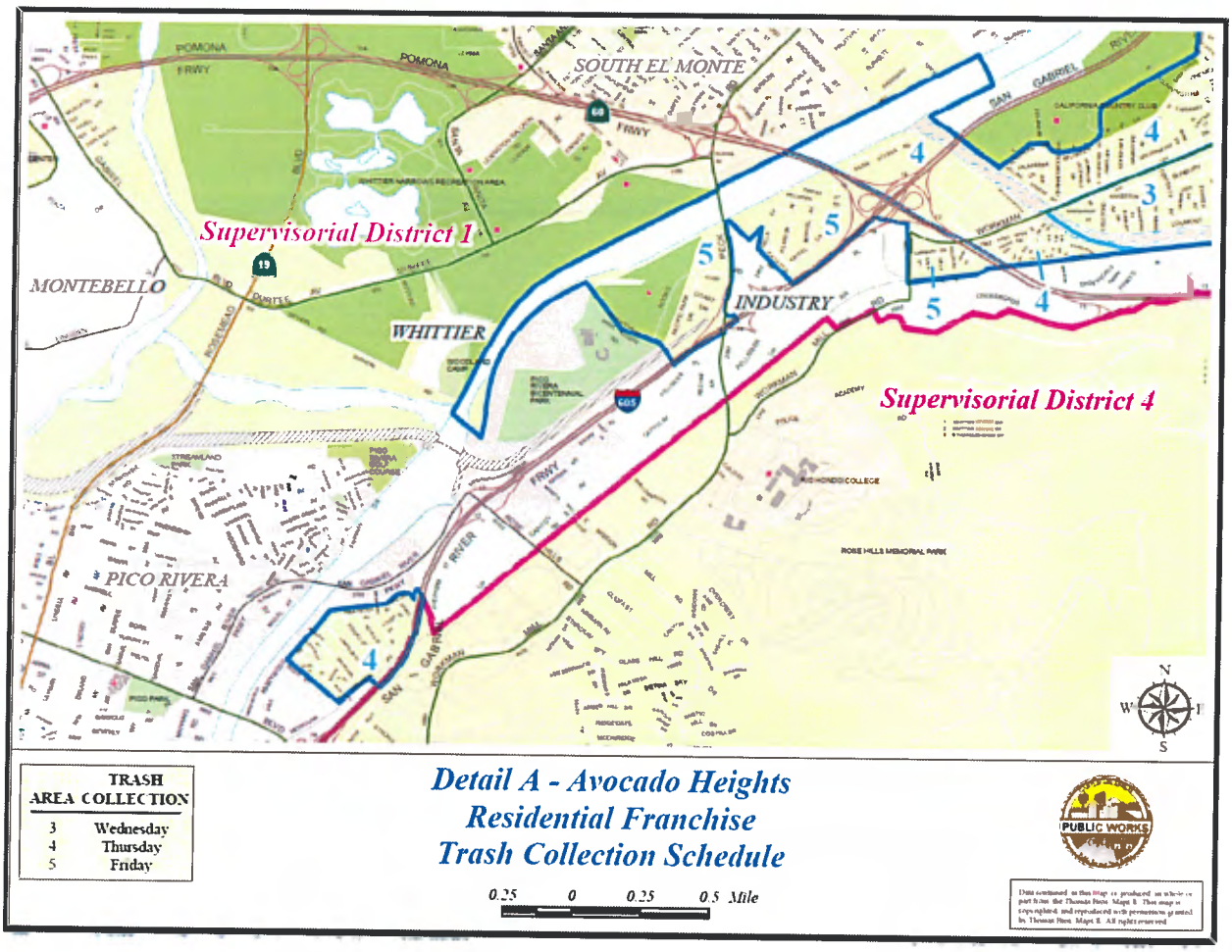
Service Area



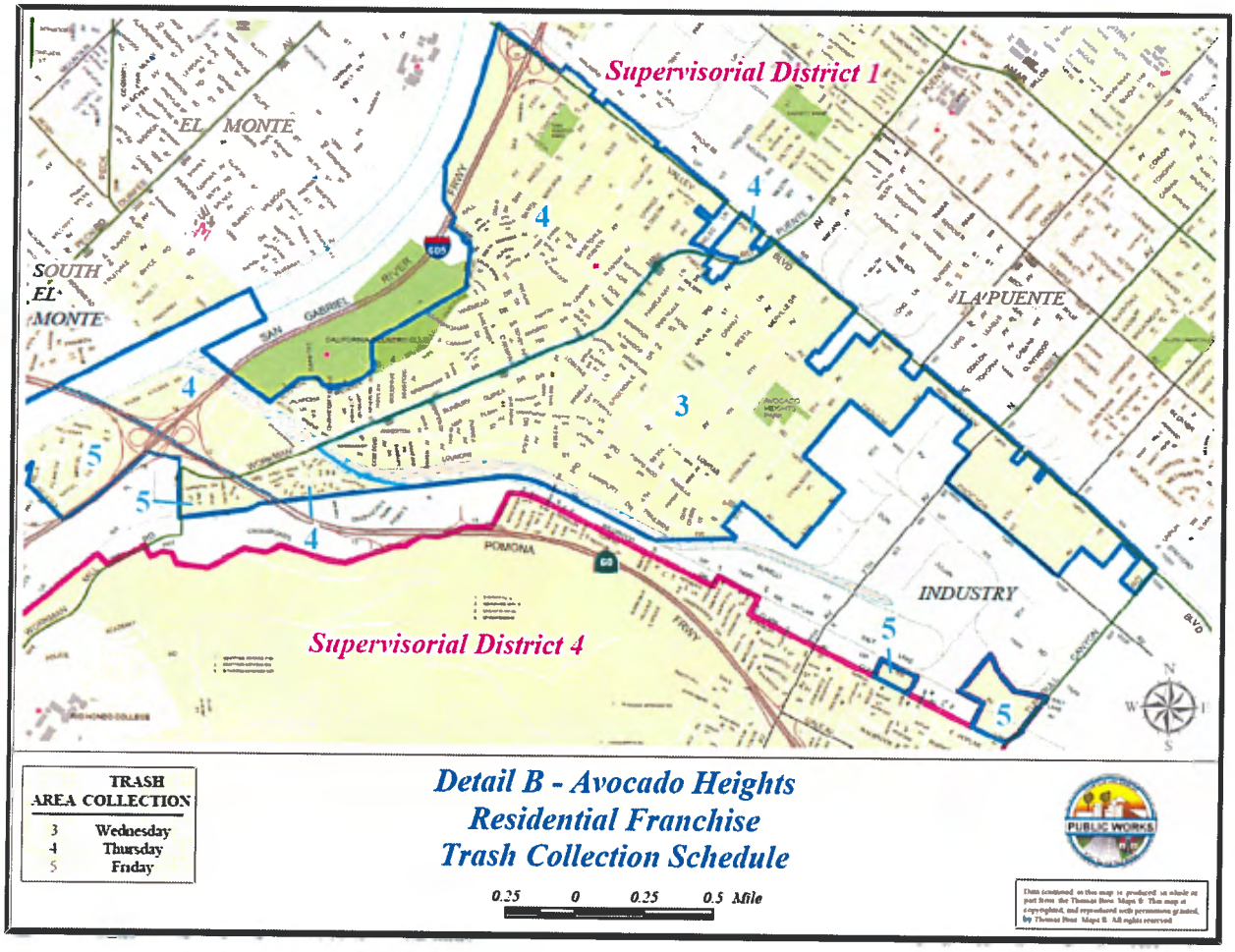
Collection Schedule



Collection Schedule – Detail A



Collection Schedule – Detail B



Item 16.A.2.1 Hot Zones

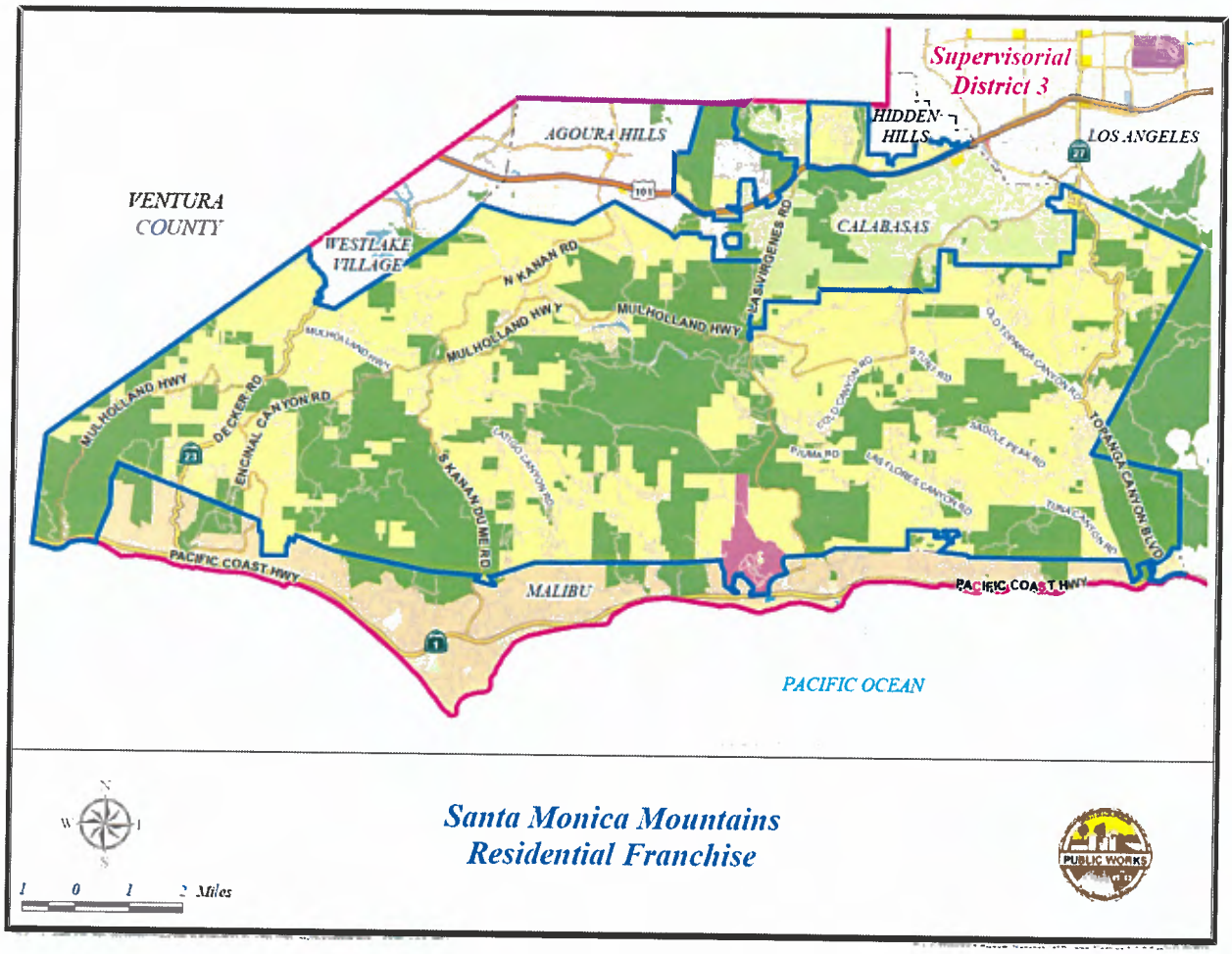
Avocado Heights

There are currently no hot zones in this service area, however, locations may be added/changed throughout the term of the contract upon notification by the Director.

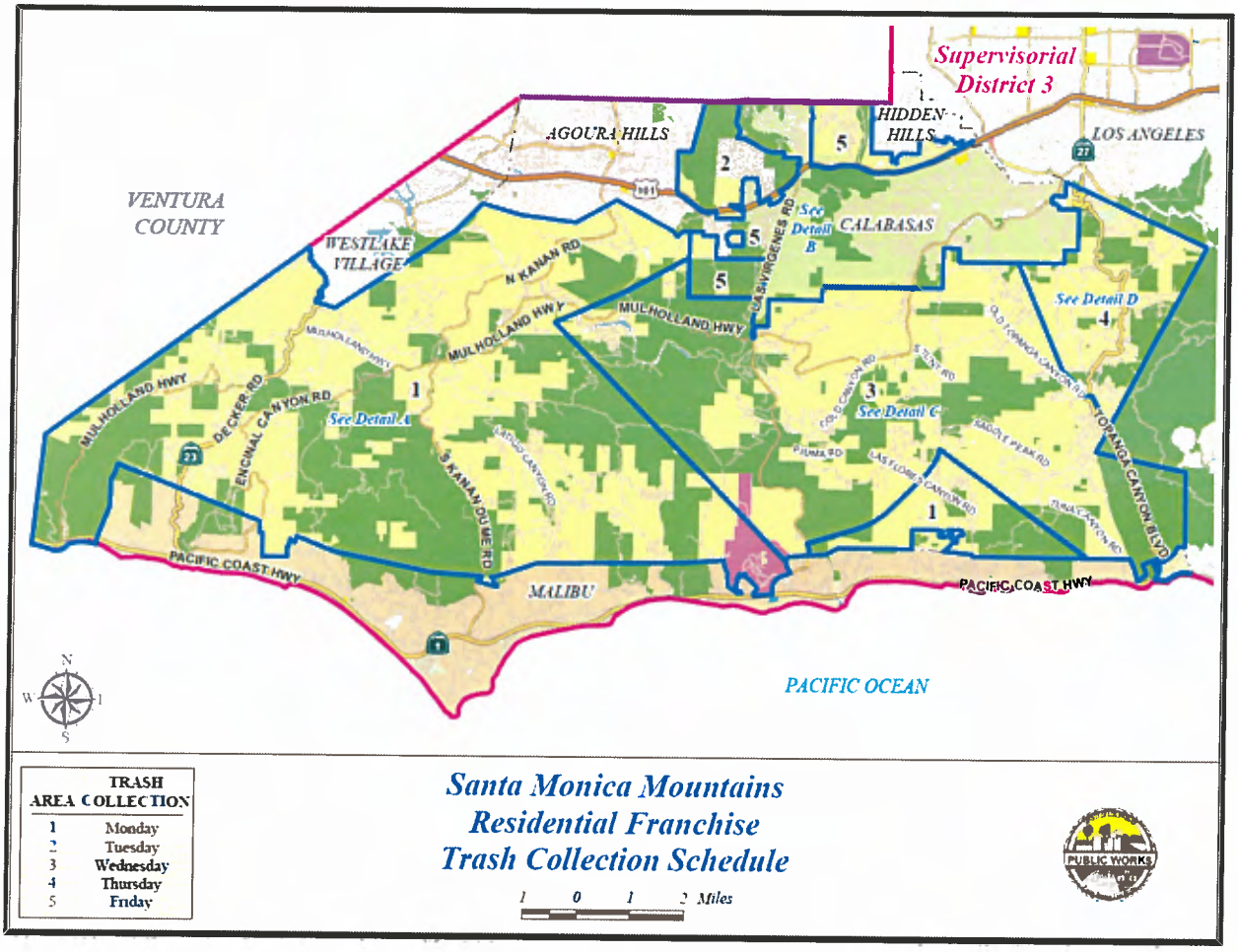
Item 16.A.1.2 Service Area and Collection Schedule

Santa Monica Mountains

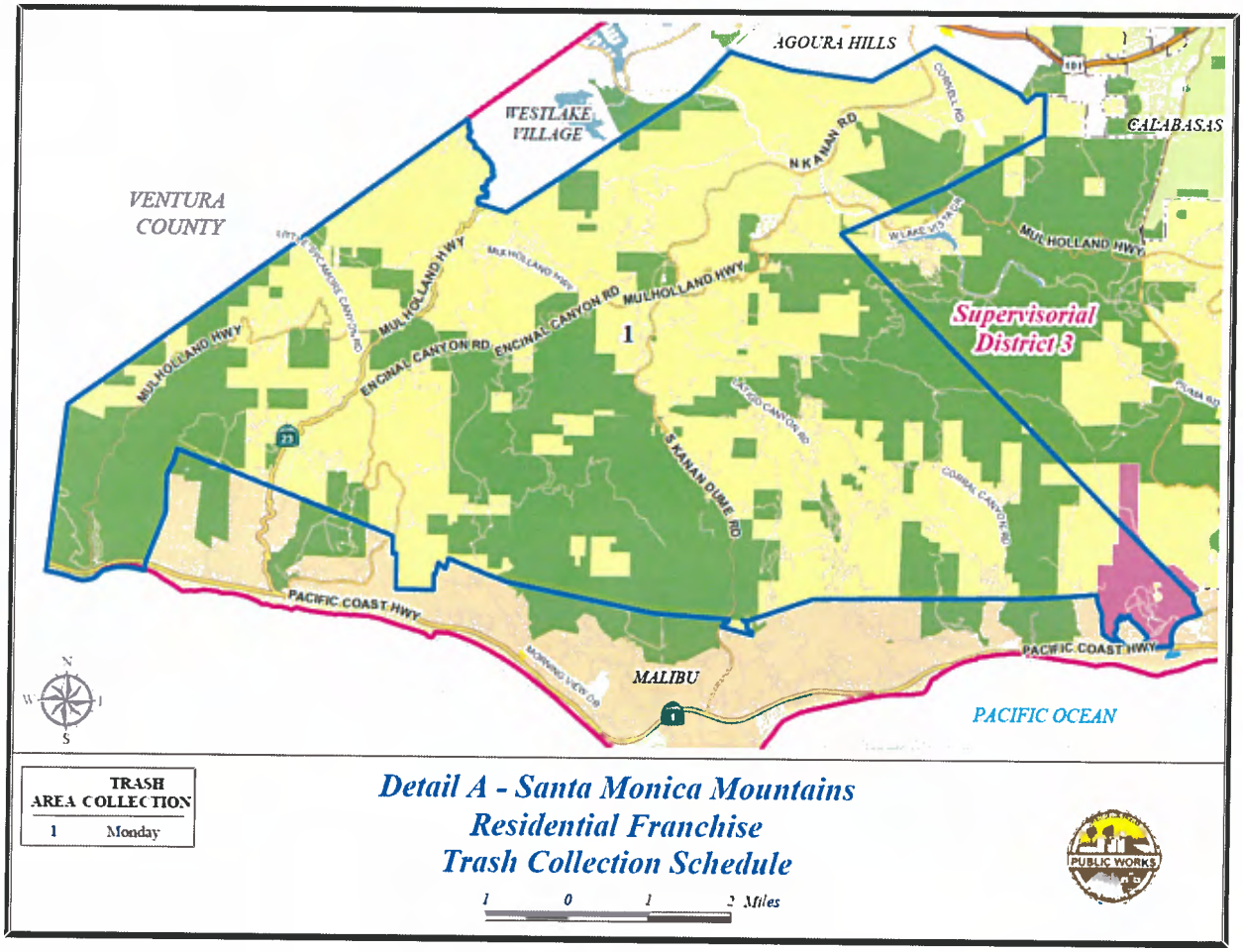
Service Area



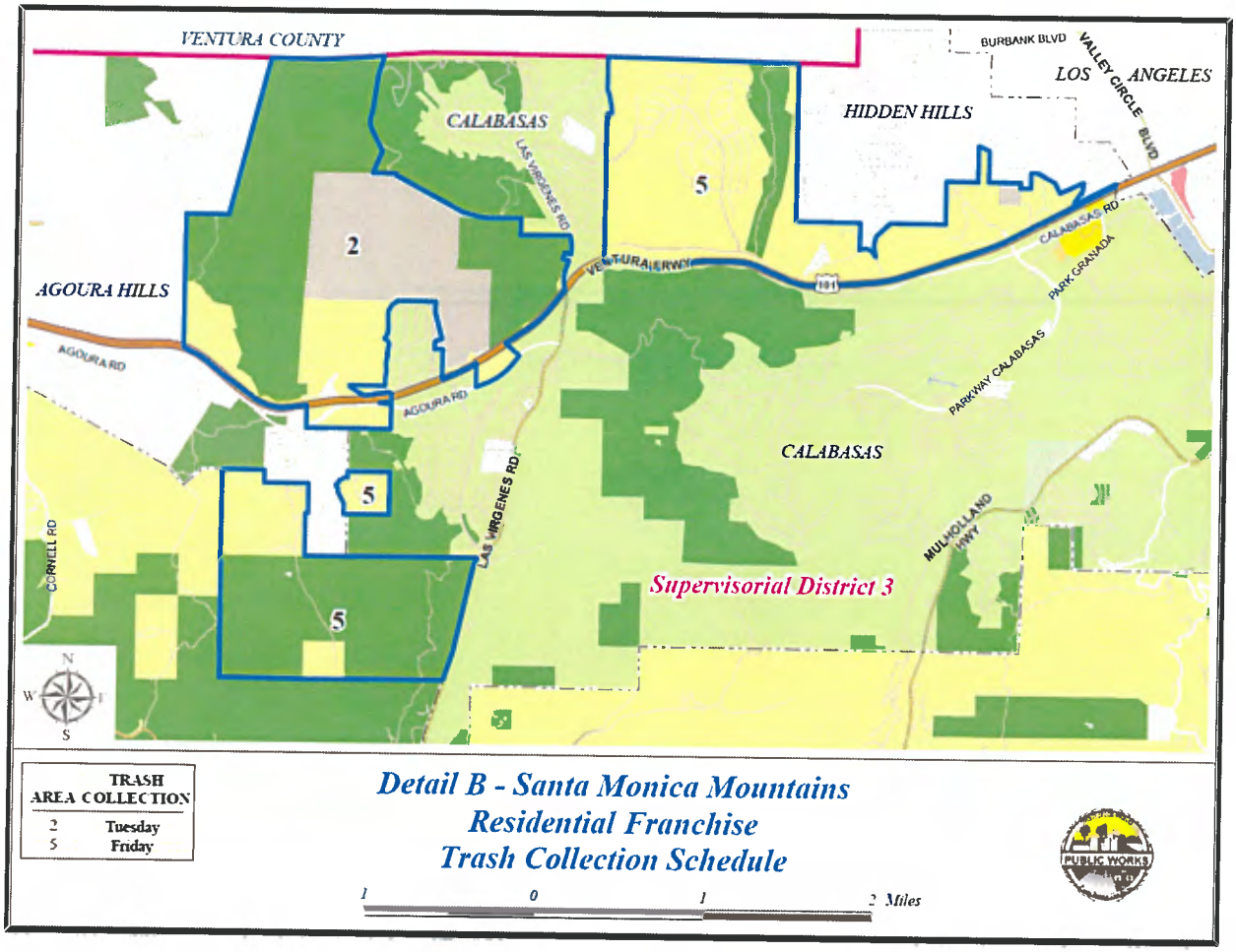
Collection Map



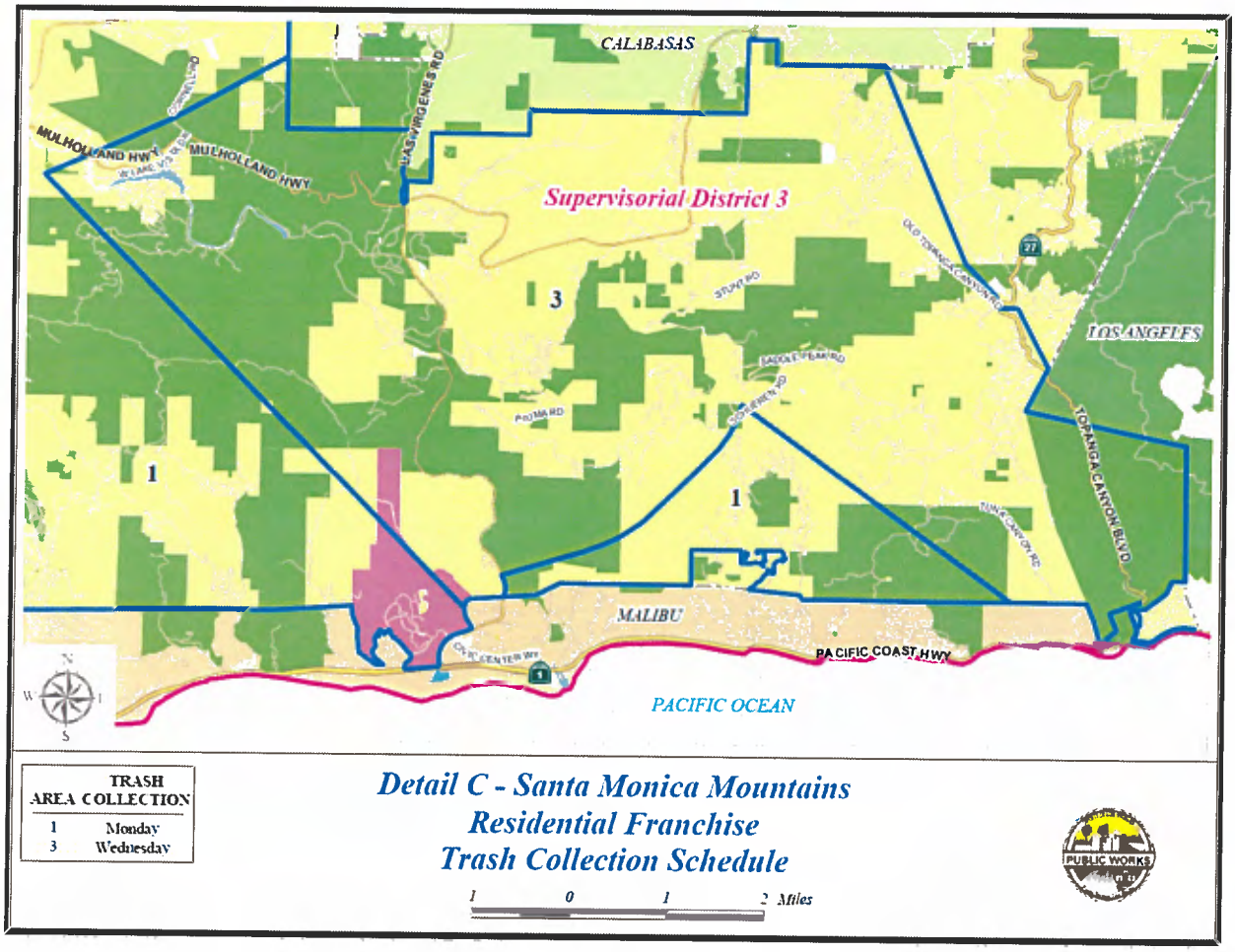
Collection Schedule – Detail A



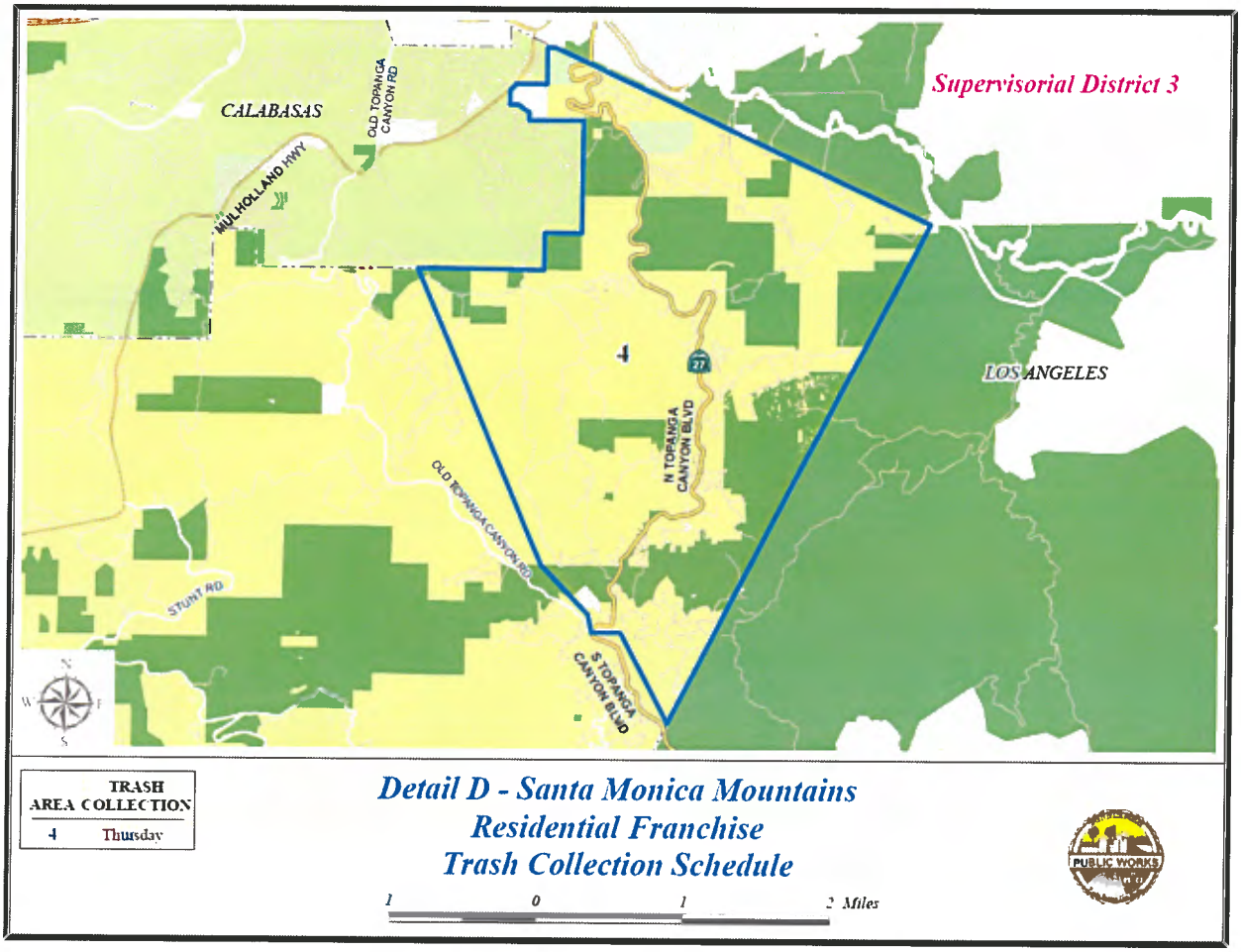
Collection Schedule – Detail B



Collection Schedule – Detail C



Collection Schedule – Detail D



Item 16.A.2.2 Hot Zones

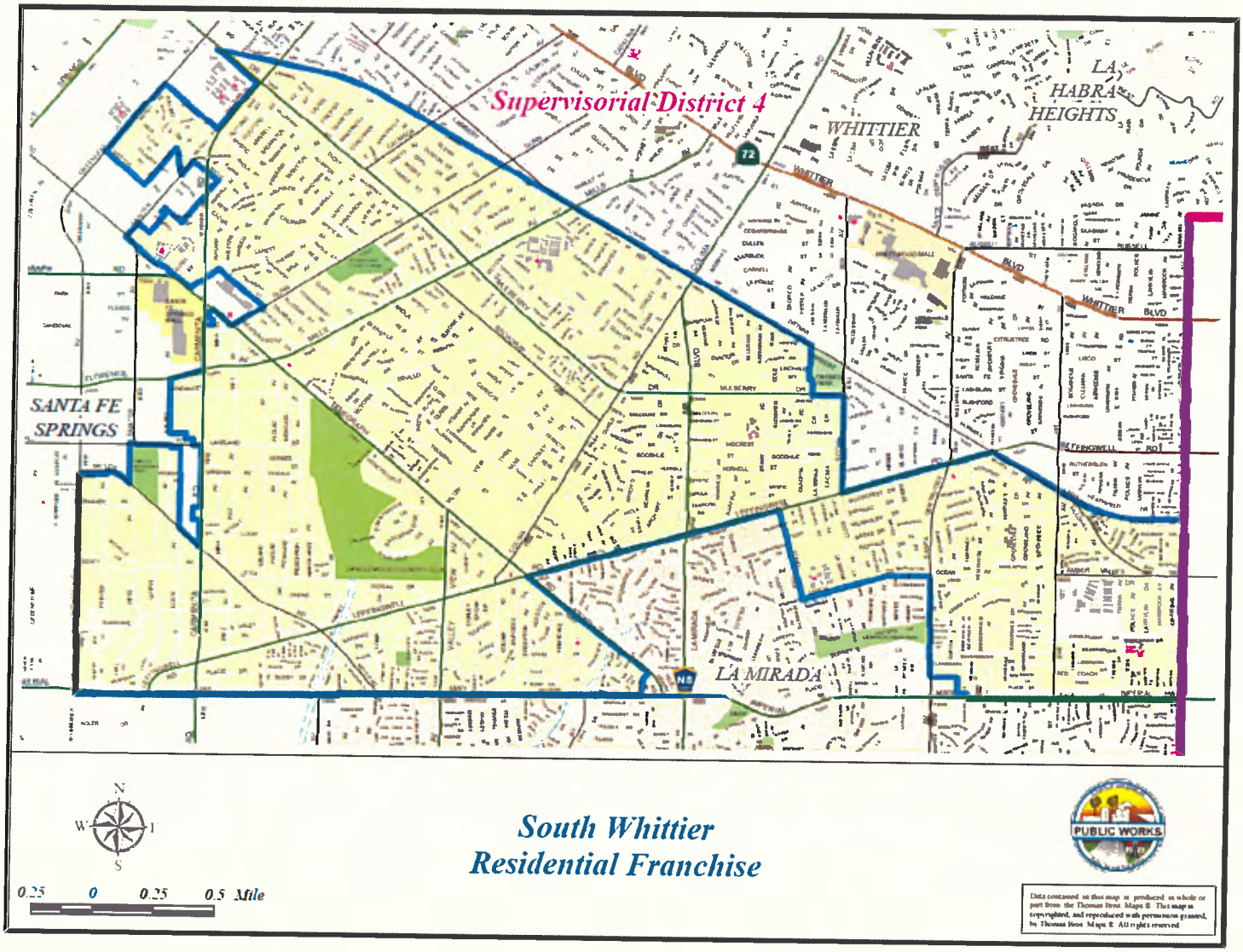
Santa Monica Mountains

There are currently no hot zones in this service area, however, locations may be added/changed throughout the term of the contract upon notification by the Director.

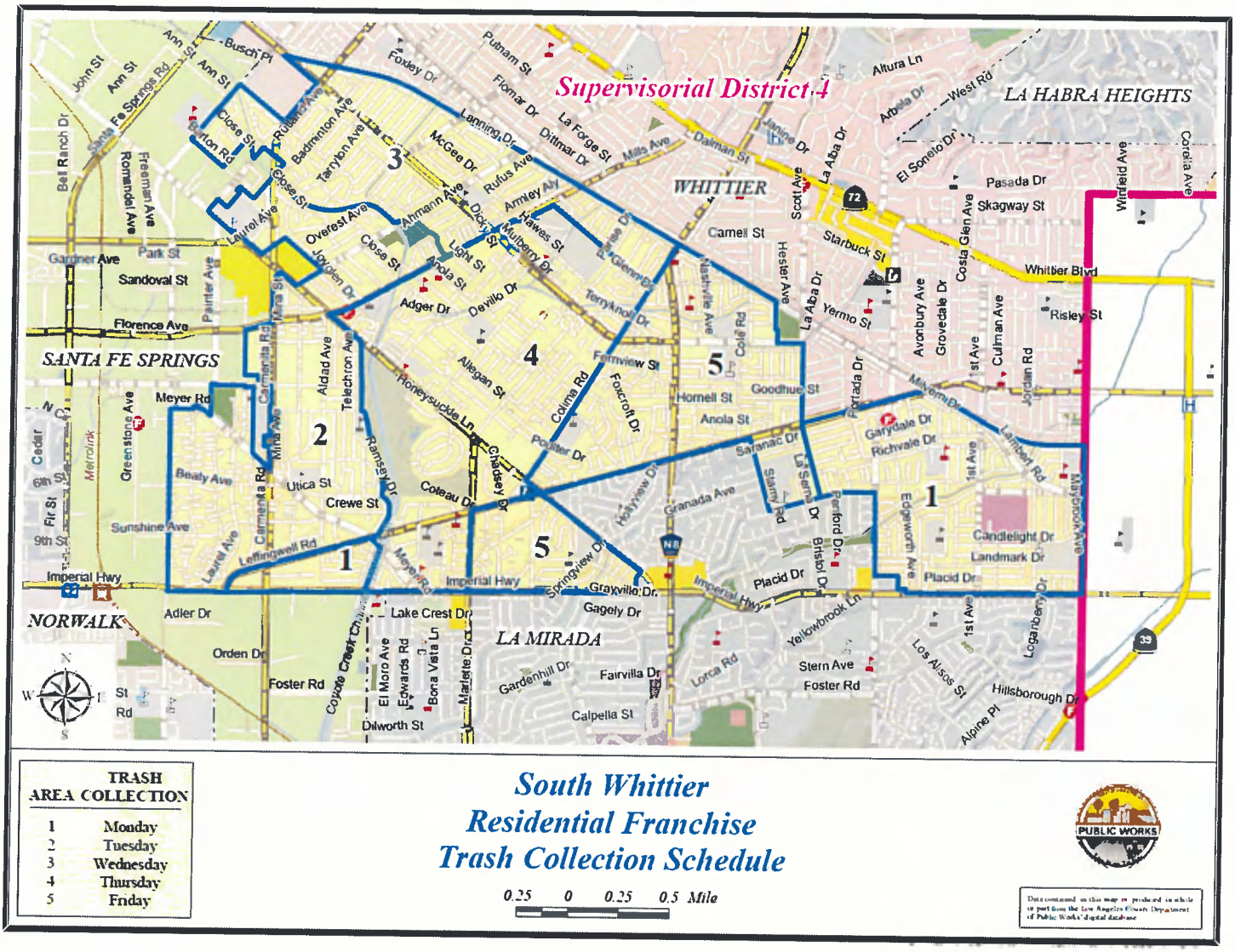
Item 16.A.1.3 – Service Area and Collection Schedule

South Whittier

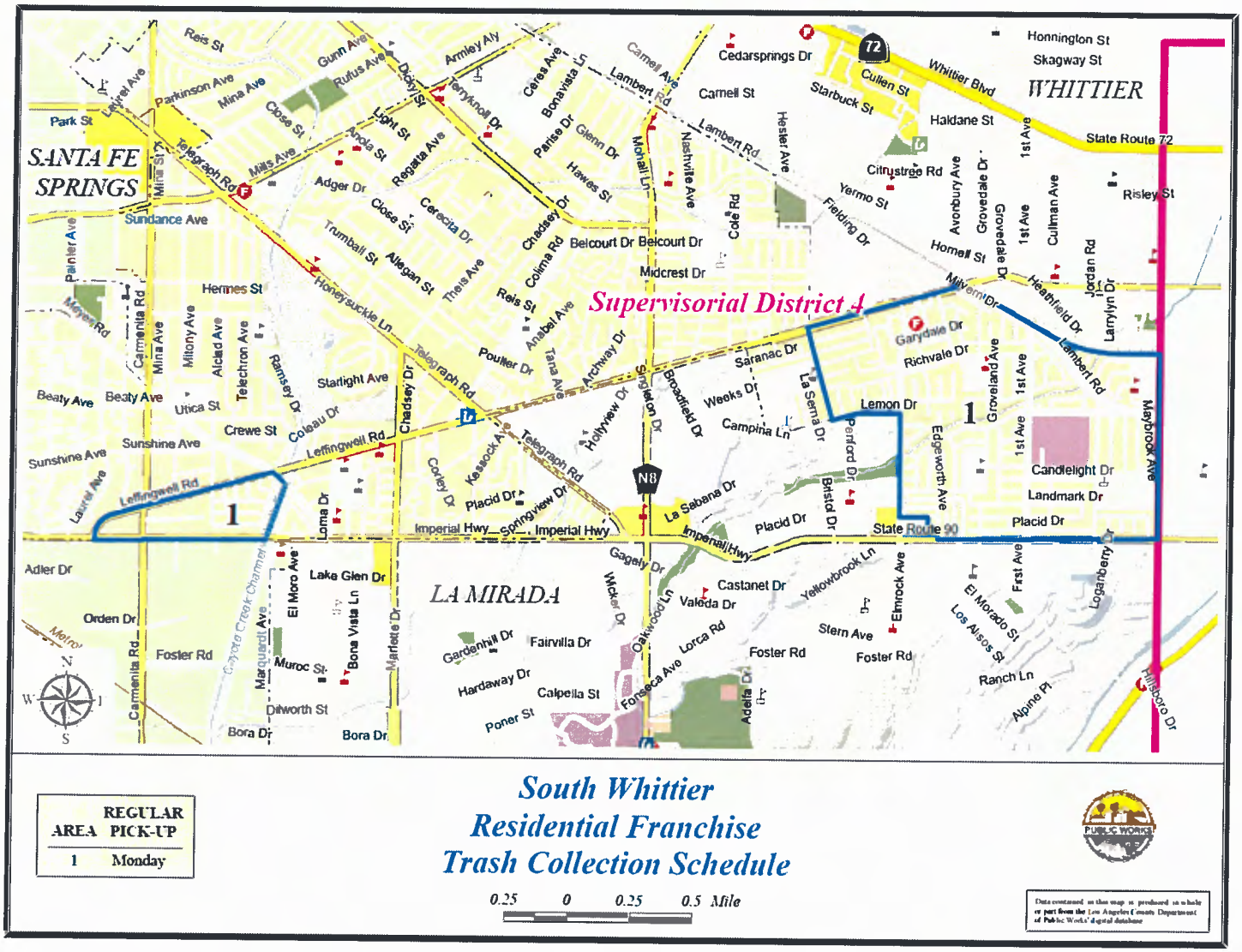
Service Area



Collection Schedule



Collection Schedule – Detail A


SANTA FE SPRINGS
WHITTIER
LA MIRADA
Supervisorial District 4
1
Reis St
Park St
Laurel Ave
Parkinson Ave
Mina Ave
Gunn Ave
Rutus Ave
Dicky St
Armley Aly
Ceres Ave
Bonavista Ln
Lambert Rd
Camell Ave
Camell St
Cedarsprings Dr
Starbuck St
Cullen St
Whittier Blvd
Honnington St
Skagway St
Haldane St
State Route 72
1st Ave
Citrustree Rd
Avonbury Ave
Grovedale Dr
Cullman Ave
Risley St
Yermo St
Fielding Dr
Homell St
Jordan Rd
Larrylyn Dr
Heathfield Dr
Lambert Rd
Garydale Dr
Richvale Dr
Groveland Ave
Lemon Dr
Candlelight Dr
Landmark Dr
Placid Dr
State Route 90
Maybrook Ave
Edgeworth Ave
Penford Dr
Bristol Dr
La Sebana Dr
Imperial Hwy
Springview Dr
Gagely Dr
Wicker Dr
Oakwood Ln
Castanet Dr
Valeda Dr
Yellowbrook Ln
Elmrock Ave
Stern Ave
Foster Rd
Los Arsos St
Ranch Ln
Alpine Pl
Logan Berry Dr
Hillsboro Dr
Fonseca Ave
Lorca Rd
Adella Dr
Hardaway Dr
Calpella St
Poner St
Gardenhill Dr
Fairvilla Dr
Lake Glen Dr
El Moro Ave
Bona Vista Ln
Muroc St
Marquardt Ave
Marfiette Dr
Dilworth St
Bora Dr
Adler Dr
Orden Dr
Foster Rd
Carmenita Rd
Coyote Creek Channel
Metro
Sundance Ave
Painter Ave
Meyers Rd
Hermes St
Mitony Ave
Alclad Ave
Telechron Ave
Ramsey Dr
Starlight Ave
Beaty Ave
Utica St
Crewe St
Coleau Dr
Sunshine Ave
Lemingwell Rd
Chadsey Dr
Corley Dr
Kasock Ave
Placid Dr
Loma Dr
Trumbull St
Allegan St
Theis Ave
Honeysuckle Ln
Telegraph Rd
Mills Ave
Adger Dr
Close St
Cerecita Dr
Regatta Ave
Anola St
Lion St
Terryknoll Dr
Parise Dr
Glenn Dr
Hawes St
Chadsey Dr
Colima Rd
Belcourt Dr
Midcrest Dr
Monalt Ln
Nashville Ave
Cole Rd
Hester Ave
Lambert Rd
Reis St
Anabel Ave
Tana Ave
Archway Dr
Poulter Dr
Singleton Dr
Broadfield Dr
Saranac Dr
Weeks Dr
Campina Ln
La Sena Dr
Hollyview Dr
N8
Mayerni Dr
Groveland Ave
1st Ave
Lemingwell Rd
Sunshine Ave
Beaty Ave
Laurel Ave
Painter Ave
Mina Ave
Mina St
Telegraph Rd
Mills Ave
Close St
Adger Dr
Regatta Ave
Anola St
Lion St
Terryknoll Dr
Dicky St
Rutus Ave
Gunn Ave
Armley Aly
Ceres Ave
Bonavista Ln
Lambert Rd
Camell Ave
Parise Dr
Glenn Dr
Hawes St
Monalt Ln
Nashville Ave
Cole Rd
Hester Ave
Lambert Rd
Starbuck St
Cullen St
Whittier Blvd
Cedarsprings Dr
Camell St
Haldane St
State Route 72
Citrustree Rd
Yermo St
Fielding Dr
Avonbury Ave
Grovedale Dr
Cullman Ave
1st Ave
Risley St
Homell St
Jordan Rd
Larrylyn Dr
Heathfield Dr
Lambert Rd
Mayerni Dr
Garydale Dr
Richvale Dr
Groveland Ave
Lemon Dr
Candlelight Dr
Landmark Dr
Placid Dr
State Route 90
Maybrook Ave
Edgeworth Ave
Penford Dr
Bristol Dr
La Sebana Dr
Imperial Hwy
Springview Dr
Gagely Dr
Wicker Dr
Oakwood Ln
Castanet Dr
Valeda Dr
Yellowbrook Ln
Elmrock Ave
Stern Ave
Foster Rd
Los Arsos St
Ranch Ln
Alpine Pl
Logan Berry Dr
Hillsboro Dr
Fonseca Ave
Lorca Rd
Adella Dr
Hardaway Dr
Calpella St
Poner St
Gardenhill Dr
Fairvilla Dr
Lake Glen Dr
El Moro Ave
Bona Vista Ln
Muroc St
Marquardt Ave
Marfiette Dr
Dilworth St
Bora Dr
Adler Dr
Orden Dr
Foster Rd
Carmenita Rd
Coyote Creek Channel
Metro
Sundance Ave
Painter Ave
Meyers Rd
Hermes St
Mitony Ave
Alclad Ave
Telechron Ave
Ramsey Dr
Starlight Ave
Beaty Ave
Utica St
Crewe St
Coleau Dr
Sunshine Ave
Lemingwell Rd
Chadsey Dr
Corley Dr
Kasock Ave
Placid Dr
Loma Dr
Trumbull St
Allegan St
Theis Ave
Honeysuckle Ln
Telegraph

Collection Schedule – Detail B

AREA	REGULAR PICK-UP
2	Tuesday

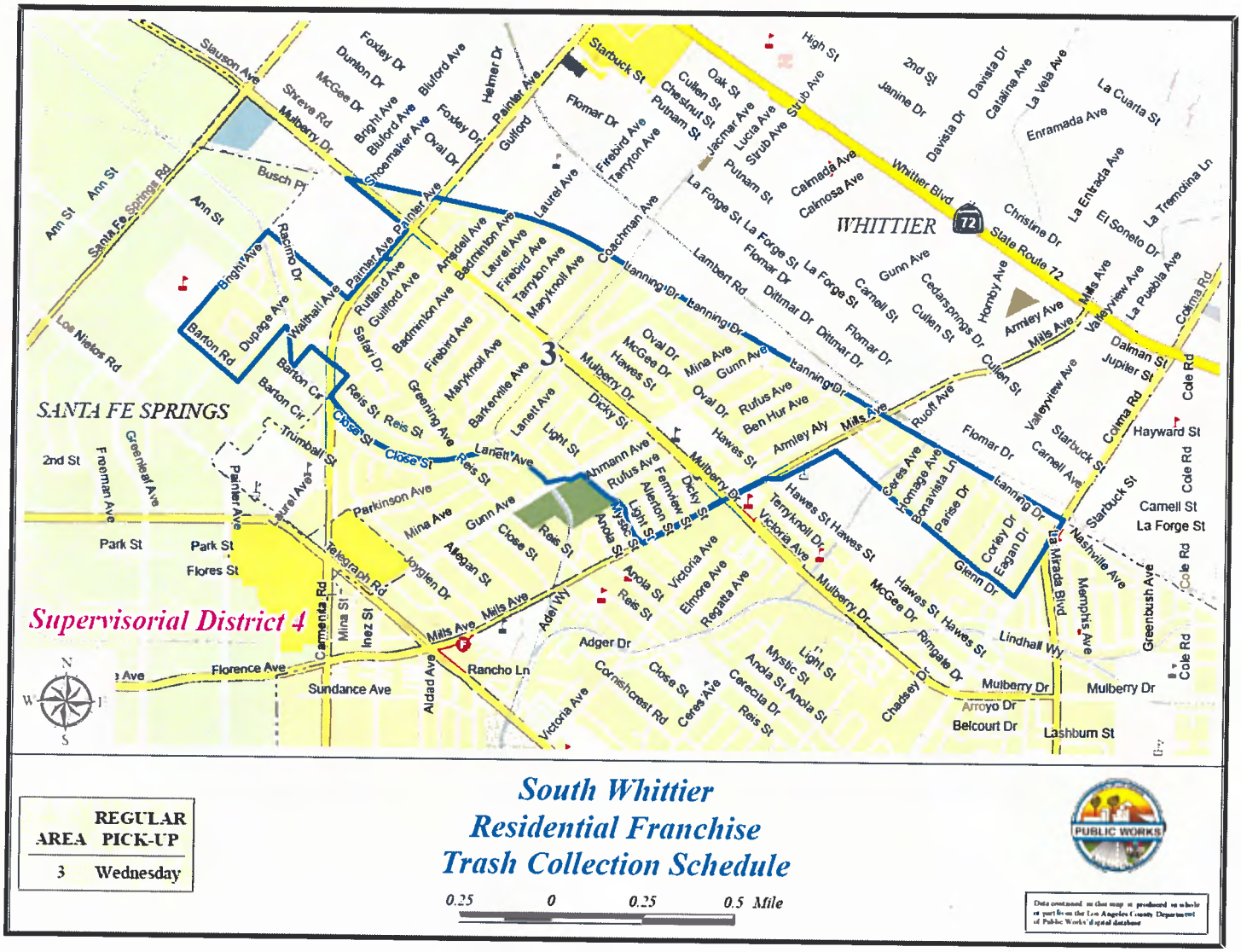
South Whittier Residential Franchise Trash Collection Schedule

0.25 0 0.25 0.5 Mile

PUBLIC WORKS

Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database

Collection Schedule – Detail C


SANTA FE SPRINGS
WHITTIER
Supervisorial District 4
3
Whittier Blvd
State Route 72
Lanning Dr
Mills Ave
Painter Ave
Rancho Ln
Florence Ave
Sundance Ave
Mulberry Dr
Lambert Rd
Starbuck St
Colima Rd
Cole Rd
Hayward St
Camell St
La Forge St
Nashville Ave
Memphis Ave
Greenbush Ave
Lashburn St
Belcourt Dr
Arroyo Dr
Lindhall Wy
Park St
Flores St
Telegraph Rd
Carmenita Rd
Aldad Ave
Adger Dr
Hawes St
Reis St
Close St
Lanett Ave
Parkinson Ave
Gunn Ave
Mina Ave
Oval Dr
Hawes St
Ruoff Ave
Amley Aly
Flomar Dr
Carnell Ave
Starbuck St
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Corley Dr
Egan Dr
Parise Dr
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Ceres Ave
Victoria Ave
Terryknoll Dr
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Mulberry Dr
McGee Dr
Ringgate Dr
Chadsey Dr
Cornishcrest Rd
Close St
Ceres Ave
Cerecita Dr
Anola St
Mystic St
Light St
Victoria Ave
Elmore Ave
Regatta Ave
Allerton Ave
Fernview Ave
Rufus Ave
Ahmann Ave
Dicky St
Light St
Lanett Ave
Barkerville Ave
Greening Ave
Marylknoll Ave
Tarryton Ave
Firebird Ave
Laurel Ave
Badminton Ave
Guilford Ave
Rutland Ave
Safari Dr
Coachman Ave
Laurel Ave
Firebird Ave
Tarryton Ave
Amsdell Ave
Badminton Ave
Painter Ave
Shoemaker Ave
Oval Dr
Gulford
Helmer Dr
Bluford Ave
Foxley Dr
Dunlon Dr
McGee Dr
Bright Ave
Shreve Rd
Mulberry Dr
Slauson Ave
Ann St
Santa Fe Springs Rd
Busch Pl
Rasmo Dr
Walthall Ave
Dupage Ave
Barton Rd
Barton Cir
Trumbell St
Los Nietos Rd
Freeman Ave
Greenleaf Ave
2nd St
Park St
Laurel Ave
Painter Ave
Mina St
Inez St
Joyglen Dr
Meagan St
Adel Wy
Anola St
Reis St
Close St
Mina Ave
Gunn Ave
Parkinson Ave
Lanett Ave
Reis St
Close St
Mulberry Dr
Dicky St
Hawes St
Oval Dr
Mina Ave
Gunn Ave
Lanning Dr
Ben Hur Ave
Rufus Ave
Amley Aly
Mills Ave
Ruoff Ave
Flomar Dr
Carnell Ave
Valleyview Ave
Starbuck St
Colima Rd
Jupiter St
Dalman St
Mills Ave
Armley Ave
Hornby Ave
Cedarsprings Dr
Cullen St
Gunn Ave
Carnell St
La Forge St
Flomar Dr
Ditmar Dr
Lanning Dr
Lanning Dr
Lambert Rd
La Forge St
Putnam St
Calmada Ave
Calmosa Ave
Putnam St
Jacmar Ave
Lucia Ave
Strub Ave
Cullen St
Oak St
Chestnut St
Putnam St
Starbuck St
Flomar Dr
Firebird Ave
Tarryton Ave
Painter Ave
Gulford
Helmer Dr
Foxley Dr
Dunlon Dr
Bluford Ave
Bright Ave
Bluford Ave
Shoemaker Ave
Oval Dr
Foxley Dr
High St
2nd St
Janine Dr
Davista Dr
Catalina Ave
La Vela Ave
La Cuarta St
Enramada Ave
La Entrada Ave
El Sonelo Dr
La Tremolina Ln
Christine Dr
Mills Ave
La Poebla Ave
Valleyview Ave
Colima Rd
Cole Rd
Camell St
La Forge St
Cole Rd
Greenbush Ave
Cole Rd
Mulberry Dr
Mulberry Dr
Arroyo Dr
Belcourt Dr
Lashburn St
Mirada Blvd
Memphis Ave
Nashville Ave
Lindhall Wy
Glenn Dr
Corley Dr
Egan Dr
Parise Dr
Romage Ave
Bonavista Ln
Ceres Ave
Victoria Ave
Terryknoll Dr
Hawes St Hawes St
Mulberry Dr
McGee Dr
Ringgate Dr
Chadsey Dr
Cornishcrest Rd
Close St
Ceres Ave
Cerecita Dr
Anola St
Mystic St
Light St
Victoria Ave
Elmore Ave
Regatta Ave
Allerton Ave
Fernview Ave
Rufus Ave
Ahmann Ave
Dicky St
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Firebird Ave
Laurel Ave
Badminton Ave
Guilford Ave
Rutland Ave
Safari Dr
Coachman Ave
Laurel Ave
Firebird Ave
Tarryton Ave
Amsdell Ave
Badminton Ave
Painter Ave
Shoemaker Ave
Oval Dr
Gulford
Helmer Dr
Bluford Ave
Foxley Dr
Dunlon Dr
McGee Dr
Bright Ave
Shreve Rd
Mulberry Dr
Slauson Ave
Ann St
Santa Fe Springs Rd
Busch Pl
Rasmo Dr
Walthall Ave
Dupage Ave
Barton Rd
Barton Cir
Trumbell St
Los Nietos Rd
Freeman Ave
Greenleaf Ave
2nd St
Park St
Laurel Ave
Painter Ave
Mina St
Inez St
Joyglen Dr
Meagan St
Adel Wy
Anola St
Reis St
Close St
Mina Ave
Gunn Ave
Parkinson Ave
Lanett Ave
Reis St
Close St
Mulberry Dr
Dicky St
Hawes St
Oval Dr
Mina Ave
Gunn Ave
Lanning Dr
Ben Hur Ave
Rufus Ave
Amley Aly
Mills Ave
Ruoff Ave
Flomar Dr
Carnell Ave
Valleyview Ave
Starbuck St
Colima Rd
Jupiter St
Dalman St
Mills Ave
Armley Ave
Hornby Ave
Cedarsprings Dr
Cullen St
Gunn Ave
Carnell St
La Forge St
Flomar Dr
Ditmar Dr
Lanning Dr
Lanning Dr
Lambert Rd
La Forge St
Putnam St
Calmada Ave
Calmosa Ave
Putnam St
Jacmar Ave
Lucia Ave
Strub Ave
Cullen St
Oak St
Chestnut St
Putnam St
Starbuck St
Flomar Dr
Firebird Ave
Tarryton Ave
Painter Ave

Collection Schedule – Detail D

AREA	REGULAR PICK-UP
4	Thursday

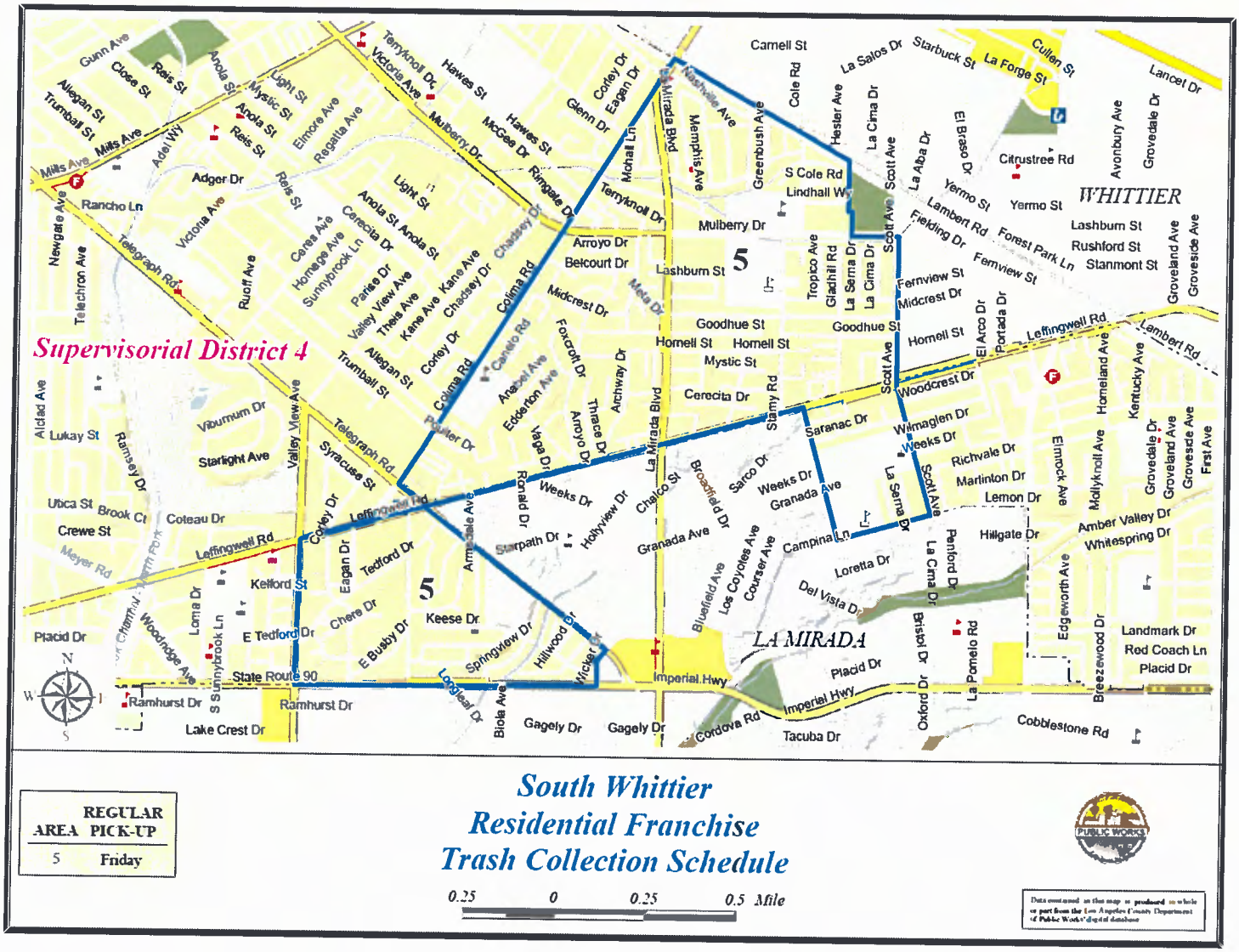
South Whittier Residential Franchise Trash Collection Schedule

0.25 0 0.25 0.5 Mile

PUBLIC WORKS

Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works digital database.

Collection Schedule – Detail E


Supervisorial District 4
WHITTIER
LA MIRADA
5
5
Camell St
Cole Rd
S Cole Rd
Lindhall Wy
Mulberry Dr
Arroyo Dr
Belcourt Dr
Lashburn St
Goodhue St
Hornell St
Mystic St
Cerecita Dr
Woodcrest Dr
Leffingwell Rd
Lambert Rd
Citrustree Rd
Yermo St
Fernview St
Midcrest Dr
Rushford St
Stanmont St
Lancet Dr
Grovedale Dr
Avonbury Ave
Groveside Ave
Groveland Ave
Homeland Ave
Kentucky Ave
First Ave
Marlinton Dr
Richvale Dr
Lemon Dr
Hillgate Dr
Amber Valley Dr
Whitespring Dr
Landmark Dr
Red Coach Ln
Placid Dr
Cobblestone Rd
Tacuba Dr
Imperial Hwy
Gagely Dr
Lake Crest Dr
Ramhurst Dr
State Route 90
E Tedford Dr
Keese Dr
Kelford St
Tedford Dr
Eagan Dr
Corley Dr
Leffingwell Rd
Meyer Rd
Crewe St
Utica St
Brook Ct
Coteau Dr
Starlight Ave
Viburnum Dr
Lukay St
Aldad Ave
Ramsey Dr
Valley View Ave
Syracuse St
Telegraph Rd
Placid Dr
Woodridge Ave
Loma Dr
S Sunnybrook Ln
Springview Dr
Hillwood Dr
Wicket St
Longleaf Dr
Biola Ave
Armsdale Ave
Roland Dr
Starpath Dr
Holyview Dr
Weeks Dr
Granada Ave
Campina Ln
Loretta Dr
Del Vista Dr
Placid Dr
Bluefield Ave
Los Coyotes Ave
Courser Ave
Broadfield Dr
Chalco St
Sarco Dr
Saramac Dr
Wilmaglen Dr
Scott Ave
La Serna Dr
La Cima Dr
Penford Dr
Bristol Dr
La Pomelo Rd
Oxford Dr
Edgeworth Ave
Breezewood Dr
Molyknoll Ave
Elmcock Ave
Cordova Rd
Gagely Dr
Biola Ave
Longleaf Dr
Hillwood Dr
Springview Dr
Keese Dr
Chere Dr
E Busby Dr
Eagan Dr
Tedford Dr
Corley Dr
Leffingwell Rd
Armsdale Ave
Roland Dr
Weeks Dr
Starpath Dr
Holyview Dr
Granada Ave
Chalco St
Broadfield Dr
Sarco Dr
Saramac Dr
Wilmaglen Dr
Scott Ave
La Serna Dr
Richvale Dr
Marlinton Dr
Lemon Dr
Hillgate Dr
Amber Valley Dr
Whitespring Dr
Landmark Dr
Red Coach Ln
Placid Dr
Cobblestone Rd
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Lake Crest Dr
Ramhurst Dr
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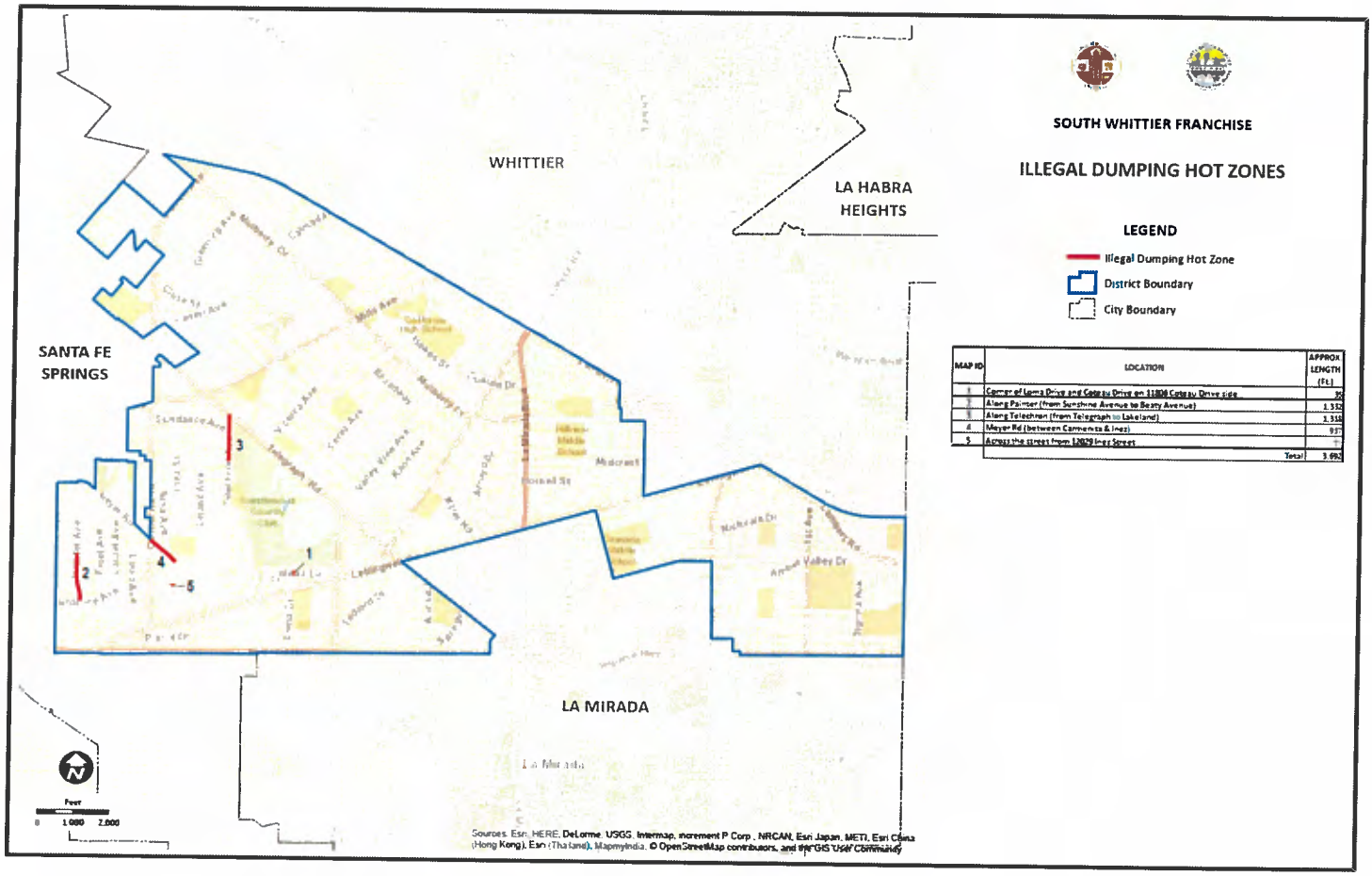
Kelford St
Tedford Dr
Eagan Dr
Corley Dr
Leffingwell Rd
Meyer Rd
Crewe St
Utica St
Brook Ct
Coteau Dr
Starlight Ave
Viburnum Dr
Lukay St
Aldad Ave
Ramsey Dr
Valley View Ave
Syracuse St
Telegraph Rd
Placid Dr
Woodridge Ave
Loma Dr
S Sunnybrook Ln
Springview Dr
Hillwood Dr
Wicket St
Longleaf Dr
Biola Ave
Armsdale Ave
Roland Dr
Starpath Dr
Holyview Dr
Weeks Dr
Granada Ave
Campina Ln
Loretta Dr
Del Vista Dr
Placid Dr
Bluefield Ave
Los Coyotes Ave
Courser Ave
Broadfield Dr
Chalco St

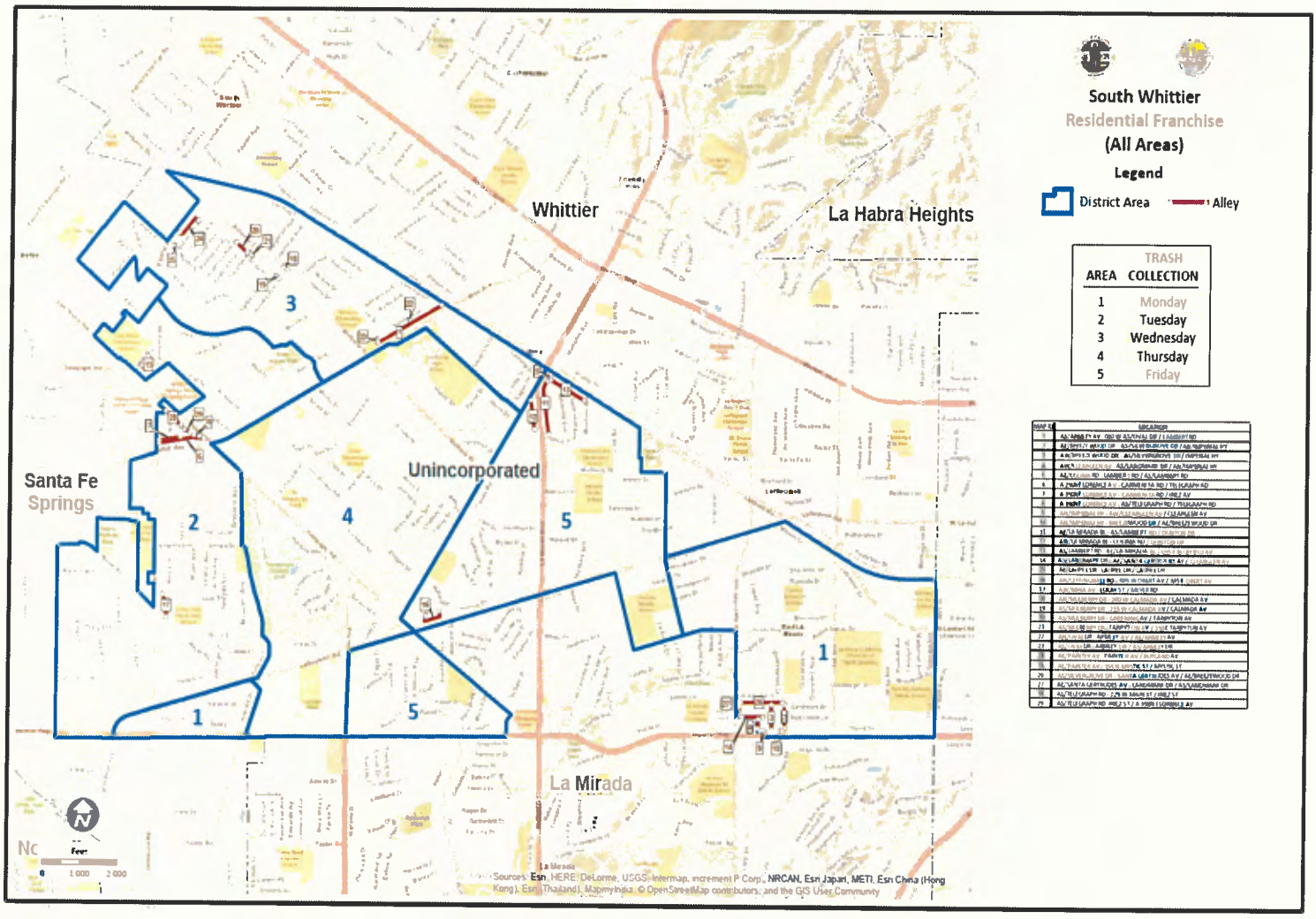
Item 16.A.2.3 Hot Zones

South Whittier



Item 16.A.5.3 – Alleys

South Whittier



Item 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

*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

ACEPTABLES

Hojas de palmeras
Residuos domésticos

NO ACEPTABLES

Deshechos verdes
Reciclables
Concreto
Residuos de construcción
*Desechos peligrosos y Electrodomésticos

*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

(Ctrl)

♻ RECYCLABLES ONLY / RECICLABLES SOLAMENTE ♻

ACCEPTABLE

Pager
Aluminum
Metal
Cardboard
Plastic Bottles
Glass

NOT ACCEPTABLE

Garbage
Fluids
Batteries
Diapers
Green Waste
Styrofoam
*Hazardous and Electronic Waste

*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

ACEPTABLES

El localizador
Aluminio
Metal
Cartón
Botellas de plástico
Vidrio

NO ACEPTABLES

Basura
Líquidos
Baterías
Pañales
Desechos verdes
Espuma de poliestireno
*Desechos peligrosos y Electrodomésticos

*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

*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.

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

*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

Sample

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

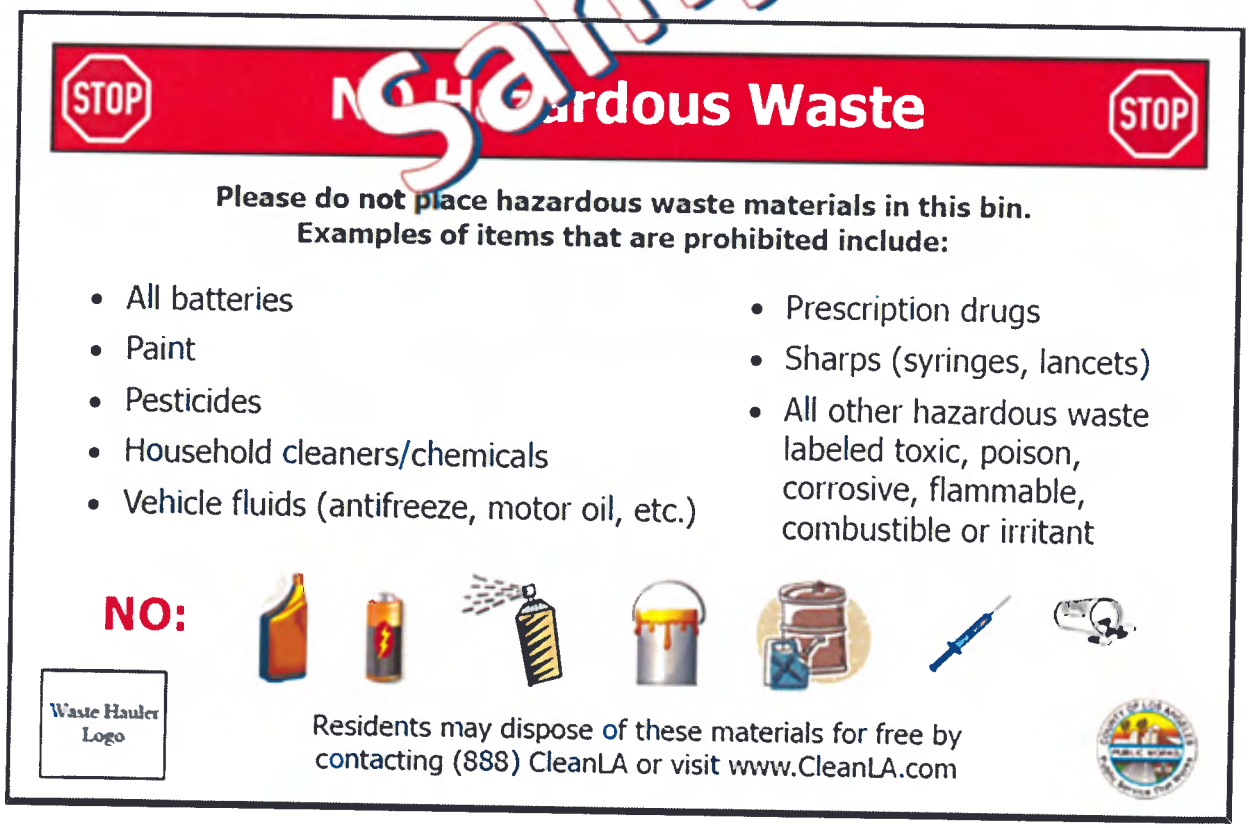
REMOVER MATERIALES RECICLABLES

SE APLICARAN MULTAS HASTA $5,000

Código del Condado de Los Angeles § 20.72.196
Código de los Recursos Publicos de California § 41953

Sample

Item 16.B.2 – Dumpster Labels



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

Waste Hauler Logo

sample

ADVERTENCIA

NO SE PERMITE REBUSCAR

NO REMUEVA MATERIALES

CASTIGABLE CON MULTA DE HASTA $5,000

Código del Condado de Los Angeles § 20.72.196
Código de Los Recursos Públicos de California § 41953

Item 16.B.3 – Vehicle Billboards

Item 16.C.1 - Street and Alley Miles

Franchise Area	Street Miles	Alley Miles
Avocado Heights	44.71	0.00
Santa Monica Mountains	508.93	0.00
South Whittier	134.87	3.27

Please note that the proposer is still responsible for independently investigating service conditions in these areas.

Item 16.C.5 - Parcel Counts and Number of Customers

Avocado Heights

Land Classification	Parcel Count	Estimated Number of Customers	Estimated Number of Customers receiving bin service	Reported Number of Customers as of 4th Quarter 2016
Single Family	3,517	3,517		
2 Units	115	230		
Condominiums	165			
3 Units	15			
4 Units	7			
5 + Units	9			
Commercial	235			
Institutions	21			
Vacant Land	167			
Total	4,251	3,747	0	3,238

South Whittier

Land Classification	Parcel Count	Estimated Number of Customers	Estimated Number of Customers receiving bin service	Reported Number of Customers as of 4th Quarter 2016
Single Family	12,879	12,879		
2 Units	353	706		
Condominiums	599			
3 Units	131			
4 Units	111			
5 + Units	178			
Commercial	176			
Institutions	52			
Vacant Land	123			
Total	14,602	13,585	66	14,316

Santa Monica Mountains

Land Classification	Parcel Count	Estimated Number of Customers	Estimated Number of Customers receiving bin service	Reported Number of Customers as of 4th Quarter 2016
Single Family	4,640	4,640		
2 Units	41	82		
Condominiums	338			
3 Units	9			
4 Units	2			
5 + Units	25			
Commercial	92			
Institutions	52			
Vacant Land	5,149			
Total	10,348	4,722	0	3,344

Item 16.C.5 - Customer Information

Name of Residential Franchise Area	Number of Customers (as of 4th Quarter 2016)	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
Avocado Heights	3,238	3,174	0	240	3,086	0	174
Santa Monica Mountains	3,344	5,082	0	0	5,324	0	0
South Whittier	14,316	13,703	274	602	13,405	328	326

Name of Residential Franchise Area	Number of Containers of Each Size							
	Number of Green Waste Carts			Number of Manure Carts			Number of Dumpsters	
	96-Gallon	64-Gallon	36-Gallon	96-Gallon	64-Gallon	36-Gallon	2 Cubic Yard	3 Cubic Yard
Avocado Heights	3,210	0	135	18	0	0	16	94
Santa Monica Mountains	5,897	0	0	260	0	0	N/A	N/A
South Whittier	14,194	382	246	N/A	N/A	N/A	N/A	N/A

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	Manure Service	Number of Customers with 1 extra cart	Number of Customers with 2 or more extra carts
Avocado Heights	0	25	26	124	447	0
Santa Monica Mountains	140	7	45	0	333	1
South Whittier	1,316	7	61	0	101	48

Item 16.C.6 - Tonnages *
(Revised)

Name of Residential Franchise Area or Garbage Disposal District	Solid Waste (in tons) Collected in 2016			Annual Clean-Up Tonnage in 2016	Abandoned Waste Tonnage in 2016
	Refuse	Recyclables	Green Waste		
Avocado Heights	5,652.59	1,057.12	2,319.28	105.46	2.57
Santa Monica Mountains	2,760.89	1,508.81	2,351.40	N/A **	0.33
South Whittier	19,703.07	3,757.54	7,223.01	187.73	5.04

* 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.

** Due to safety concerns, the current waste hauler has provided additional number of bulky item collections as an alternative to the Annual Cleanup Event.

Item 16.C.7 - Item Typical Weights

CalRecycle Conversion Factor

CalRecycle

Diversion Study Guide, Appendix I

Conversion Factors: Glass, Plastic, Paper, and Cardboard

Material/Item	Size/Type	Study*	LB
Glass			
Glass, broken	1 cubic foot	FEECO	80-100
Glass, broken	1 cubic yard	FEECO	2,160.00
Glass, crushed	1 cubic foot	FEECO	40-50.0
Glass, plate	1 cubic foot	FEECO	172
Glass, window	1 cubic foot	FEECO	157
Glass, 1 gallon jug	each	U.S. EPA	2.10-2.80
Glass, beer bottle		U.S. EPA	0.53
Glass, beverage 8 oz	1 bottle	U.S. EPA	0.5
Glass, beverage 8 oz	1 case = 24 bottles	U.S. EPA	12
Glass, beverage 12 oz	1 case = 24 bottles	U.S. EPA	22
Glass, wine bottle		U.S. EPA	1.08
Plastic			
Film plastic/mixed, loose	1 cubic yard	Tellus	22.55
HDPE film plastics, semi-compacted	1 cubic yard	Tellus	75.96
LDPE film plastics, semi-compacted	1 cubic yard	Tellus	72.32
HDPE, common beverage containers			
Plastic, HDPE juice, 8 oz.	8 oz.	U.S. EPA	0.1
Plastic, 1 gallon HDPE jug	1 gallon	U.S. EPA	0.33
Plastic, 1 gallon HDPE beverage container	milk/juice	U.S. EPA	0.19-0.25
PETE, common beverage containers			
Plastic, 1 liter PETE beverage bottle w/o cap	1 liter	U.S. EPA corr	0.09
Plastic, PETE water bottle	50 oz. (over 1.5 liters)	U.S. EPA	0.12
Plastic, PETE, 2 liter	1 bottle	U.S. EPA	0.13
Plastic containers			
Plastic, 1 gallon container mayo	1 gallon	U.S. EPA	0.42
Plastic, 1/2 gallon plastic beverage cont	1/2 gallon	U.S. EPA	0.09
Plastic, beverage container	12 oz	U.S. EPA	0.05
Miscellaneous plastic items			
Plastic, bubble wrap	33 gallons	U.S. EPA	3
Plastic, bucket	25 gallons	U.S. EPA	1.1
Plastic, bucket w/metal handle	5 gallons	U.S. EPA	1.0
Plastic, cake decorator boxes	each	U.S. EPA	0.63
Plastic, grocery bag	100 bags	U.S. EPA corr	0.77
Plastic, HDPE 10-12 fluid oz.		U.S. EPA	0.05
Plastic, HDPE beverage case		U.S. EPA	1.2
Plastic, HDPE bread case		U.S. EPA	1.5
Plastic, HDPE gallon containers (not beverage)	1 gallon	U.S. EPA	0.08
Plastic, HDPE (auto) oil container	1 quart size	U.S. EPA	0.2
Plastic, pot	1 qt size	U.S. EPA	0.25
Plastic, mixed HDPE & PET	1 cubic yard	U.S. EPA	32
Plastic, pallet, 48" x 48"		U.S. EPA	40
Plastic, sheeting	square yard	U.S. EPA	1
Plastic, whole, uncompacted PET	1 cubic yard	U.S. EPA	30-40
Polyethylene, resin pellets	1 cubic foot	FEECO	30-35
Polystyrene beads	1 cubic foot	FEECO	40
Polystyrene, packaging	33 gallon	USEPA	1.5
Styrofoam kernels	1 cubic yard	Tellus	6.27
Polystyrene, blown formed foam	1 cubic yard	Tellus	9.62

Polystyrene, rigid, whole	1 cubic yard	Tellus	21.76
PVC, loose	1 cubic yard	Tellus	341.12
Paper			
Books, hardback, loose	1 cubic yard	Tellus	529.29
Books, paperback, loose	1 cubic yard	Tellus	427.5
Egg flats	one dozen	U.S. EPA	0.12
Egg flats	12"x12"	U.S. EPA	0.5
Paper sacks	25# size	U.S. EPA	0.5
Paper sacks	50# dry goods	U.S. EPA	1
Calendars/books	1 cubic foot	FEECO	50
Catalogs	100 pages ledger	U.S. EPA	1
Computer printout, loose	1 cubic yard	U.S. EPA	858
Mixed paper, loose (construction, fax, manila, some chipboard)	1 cubic yard	U.S. EPA	363.5
Mixed paper, compacted (construction, fax, manila, some chipboard)	1 cubic yard	U.S. EPA	755
Office paper (white, color, CPO, junk mail)	13 gallon	U.S. EPA	10.01
Office paper (white, color, CPO, junk mail)	33 gallon	U.S. EPA	25.41
Office paper (white, color, CPO, junk mail)	55 gallon	U.S. EPA	42.35
Shredded paper	33 gallons	U.S. EPA	8
White ledger paper	12" stack	U.S. EPA	12
White ledger #20, 8.5" x 11"	1 ream (500 sheets)	U.S. EPA	5
White ledger #20, 8.5"x 14"	1 ream (500 sheets)	U.S. EPA	6.4
White ledger w/o CPO, loose	1 cubic yard	Tellus	363.51
White ledger, uncompacted stacked	1 cubic yard	U.S. EPA	400
White ledger, compacted stacked	1 cubic yard	U.S. EPA	800
Colored message pads	1 carton (144 pads)	U.S. EPA	22
Padded envelope	9" x 12"	U.S. EPA	0.88
Magazines, 8.5" x 11"	10 units	U.S. EPA	3
Manila envelope	1 cubic foot	FEECO	37
Newspapers	12"a stack	U.S. EPA	35
Newspapers	1 cubic foot	FEECO	38
Newspapers, loose	1 cubic yard	U.S. EPA	400
Newspapers, stacked	1 cubic yard	U.S. EPA	875
Phone book	Ventura	U.S. EPA	4
Paper pulp, stock	1 cubic foot	FEECO	60-62.00
Tab cards, uncompacted	1 cubic yard	U.S. EPA	805
Tab cards, compacted	1 cubic yard	U.S. EPA	1,275.00
Yellow legal pads	1 case (72 pads)	U.S. EPA	38
Chipboard			
Chipboard, beverage case	4 pack	U.S. EPA	0.1
Chipboard, beverage case	6 pack	U.S. EPA	0.2
Chipboard, cereal box	average	U.S. EPA	0.15
Chipboard, fabric bolt		U.S. EPA	0.69
Paperboard/boxboard/chipboard whole	1 cubic yard	Tellus	21.5
OCC			
OCC, beverage case	4 six-packs, full case	U.S. EPA corr.	0.89
OCC, box, large	48" x 48" x 60"	U.S. EPA	4
OCC, box, medium	24" x 24" x 30"	U.S. EPA	2.2
OCC, box, small	12" x 12" x 15"	U.S. EPA	1.1
OCC flattened boxes, loose	1 cubic yard	Tellus	50.08
OCC stacked	1 cubic yard	U.S. EPA	50
OCC whole boxes	1 cubic yard	Tellus	16.64
OCC uncompacted	1 cubic yard	U.S. EPA	100
OCC, compacted	1 cubic yard	U.S. EPA	400

*Source acronyms used

- **CalRecycle:** California Department of Resources Recycling and Recovery
- **FEECO:** FEECO Incorporated
- **Tellus:** Tellus Institute, Boston Massachusetts
- **U.S. EPA:** United States Environmental Protection Agency (Business Users Guide)

CalRecycle

Diversion Study Guide, Appendix I

Conversion Factors: Construction and Demolition

Please refer to Appendix H, "What Counts Toward Diversion," to determine if these items qualify.

Material/Item	Size/Amount	Study*	LB
Ashes, dry	1 cubic foot	FEECO	35-40
Ashes, wet	1 cubic foot	FEECO	45-50
Asphalt, crushed	1 cubic foot	FEECO	45
Asphalt/paving, crushed	1 cubic yard	Tellus	1,380
Asphalt/shingles comp, loose	1 cubic yard	Tellus	418.5
Asphalt/tar roofing	1 cubic yard	Tellus	2,919
Bone meal, raw	1 cubic foot	FEECO	54.9
Brick, common hard	1 cubic foot	FEECO	112-125
Brick, whole	1 cubic yard	Tellus	3,024
Cement, bulk	1 cubic foot	FEECO	100
Cement, mortar	1 cubic foot	FEECO	145
Ceramic tile, loose 6"x 6"	1 cubic yard	Tellus	1,214
Chalk, lumpy	1 cubic foot	FEECO	75-85
Charcoal	1 cubic foot	FEECO	15-30
Clay, kaolin	1 cubic foot	FEECO	22-33
Clay, pottery dry	1 cubic foot	FEECO	119
Concrete, cinder	1 cubic foot	FEECO	90-110
Concrete, scrap, loose	1 cubic yard	Tellus	1,855
Corn, dry	1 cubic foot	FEECO	15
Earth, common, dry	1 cubic foot	FEECO	70-80
Earth, loose	1 cubic foot	FEECO	75
Earth, moist, loose	1 cubic foot	FEECO	78
Earth, mud	1 cubic foot	FEECO	104-112
Earth, wet, containing clay	1 cubic foot	FEECO	100-110
Fiberglass insulation, loose	1 cubic yard	Tellus	17
Fines, loose	1 cubic yard	Tellus	2,700
Glass, broken	1 cubic foot	FEECO	80-100
Glass, plate	1 cubic foot	FEECO	172
Glass, window	1 cubic foot	FEECO	157
Granite, broken or crushed	1 cubic foot	FEECO	95-100
Granite, solid	1 cubic foot	FEECO	130-168
Gravel, dry	1 cubic foot	FEECO	100
Gravel, loose	1 cubic yard	Tellus	2,565
Gravel, wet	1 cubic foot	FEECO	100-120
Gypsum, pulverized	1 cubic foot	FEECO	60-80
Gypsum, solid	1 cubic foot	FEECO	142
Lime, hydrated	1 cubic foot	FEECO	30
Limestone, crushed	1 cubic foot	FEECO	85-90
Limestone, finely ground	1 cubic foot	FEECO	99.8
Limestone, solid	1 cubic foot	FEECO	165
Mortar, hardened	1 cubic foot	FEECO	100
Mortar, wet	1 cubic foot	FEECO	150
Mud, dry close	1 cubic foot	FEECO	110
Mud, wet fluid	1 cubic foot	FEECO	120
Pebbles	1 cubic foot	FEECO	90-100
Pumice, ground	1 cubic foot	FEECO	40-45
Pumice, stone	1 cubic foot	FEECO	39
Quartz, sand	1 cubic foot	FEECO	70-80
Quartz, solid	1 cubic foot	FEECO	165
Rock, loose	1 cubic yard	Tellus	2,570

Rock, soft	1 cubic foot	FEECO	100-110
Sand, dry	1 cubic foot	FEECO	90-110
Sand, loose	1 cubic yard	Tellus	2,441
Sand, moist	1 cubic foot	FEECO	100-110
Sand, wet	1 cubic foot	FEECO	110-130
Sewage, sludge (see Appendix H)	1 cubic foot	FEECO	40-50
Sewage, dried sludge (see Appendix H)	1 cubic foot	FEECO	35
Sheetrock scrap, loose	1 cubic yard	Tellus	393.5
Slag, crushed	1 cubic yard	Tellus	1,998
Slag, loose	1 cubic yard	Tellus	2,970
Slag, solid	1 cubic foot	FEECO	160-180
Slate, fine ground	1 cubic foot	FEECO	80-90
Slate, granulated	1 cubic foot	FEECO	95
Slate, solid	1 cubic foot	FEECO	165-175
Sludge, raw sewage (see Appendix H)	1 cubic foot	FEECO	64
Soap, chips	1 cubic foot	FEECO	15-25
Soap, powder	1 cubic foot	FEECO	20-25
Soap, solid	1 cubic foot	FEECO	50
Soil/sandy loam, loose	1 cubic yard	Tellus	2,392
Stone or gravel	1 cubic foot	FEECO	95-100
Stone, crushed	1 cubic foot	FEECO	100
Stone, crushed, size reduced	1 cubic yard	Tellus	2,700
Stone, large	1 cubic foot	FEECO	100
Wax	1 cubic foot	FEECO	60.5
Wood ashes	1 cubic foot	FEECO	48

*Source acronyms used

- CalRecycle: California Department of Resources Recycling and Recovery
- FEECO: FEECO Incorporated
- Tellus: Tellus Institute, Boston Massachusetts
- U.S. EPA: United States Environmental Protection Agency (Business Users Guide)

Other conversion factor tables

Glass, plastic, paper, and cardboard | Organics | Metals | Office furniture

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CalRecycle

Diversion Study Guide, Appendix I

Conversion Factors: Organics

Material/Item	Size/Amount	Study*	LB
Yard trimmings, mixed	1 cubic yard	USEPA	109
Yard trimmings, mixed	40 cubic yards	U.S. EPA	4,320
Grass	33 gallons	U.S. EPA	25
Grass	3 cubic yards	U.S. EPA	840
Grass & leaves	3 cubic yards	U.S. EPA	325
Large limbs & stumps	1 cubic yard	Tellus	1,060
Leaves, dry	1 cubic yard	Tellus	343.7
Leaves	33 gallons	U.S. EPA	12
Leaves	3 cubic yards	U.S. EPA	200–250
Pine needles, loose	1 cubic yard	Tellus	74.42
Prunings, dry	1 cubic yard	Tellus	36.9
Prunings, green	1 cubic yard	Tellus	48.69
Prunings, shredded	1 cubic yard	Tellus	527
Other Organics			
Hay, baled	1 cubic foot	FEECO	24
Hay, loose	1 cubic foot	FEECO	5
Straw, baled	1 cubic foot	FEECO	24
Straw, loose	1 cubic foot	FEECO	3
Compost	1 cubic foot	FEECO	30–50
Compost, loose	1 cubic yard	Tellus	453.39
Food			
Bread, bulk	1 cubic foot	FEECO	18
Fat	1 cubic foot	FEECO	57
Fats, solid/liquid (cooking oil)	1 gallon	U.S. EPA	7.45
Fats, solid/liquid (cooking oil)	55 gallon drum	U.S. EPA	410
Fish, scrap	1 cubic foot	FEECO	40–50
Meat, ground	1 cubic foot	FEECO	50–55
Oil, olive	1 cubic foot	FEECO	57.1
Oyster shells, whole	1 cubic foot	FEECO	75–80
Produce waste, mixed, loose	1 cubic yard	Tellus	1,443
Manure			
Manure	1 cubic foot	FEECO	25
Manure, cattle	1 cubic yard	Tellus	1,628
Manure, cried poultry	1 cubic foot	FEECO	41.2
Manure, dried sheep & cattle	1 cubic foot	FEECO	24.3
Manure, horse	1 cubic yard	Tellus	1,252
Wood			
Cork, dry	1 cubic foot	FEECO	15
Pallet, wood or plastic	average 48" x 48"	U.S. EPA	40
Particle board, loose	1 cubic yard	Tellus	425.14
Plywood, sheet 2' x 4'	1 cubic yard	Tellus	776.3
Roofing/shake shingle, bundle	1 cubic yard	Tellus	435.3
Sawdust, loose	1 cubic yard	Tellus	375
Shavings, loose	1 cubic yard	Tellus	440
Wood chips, shredded	1 cubic yard	U.S. EPA	500
Wood scrap, loose	1 cubic yard	Tellus	329.5
Wood, bark, refuse	1 cubic foot	FEECO	30
Wood, pulp, moist	1 cubic foot	FEECO	45–65
Wood, shavings	1 cubic foot	FEECO	15
Miscellaneous			

Toner cartridge		U.S. EPA	2.5
Rubber			
Tire, bus		U.S. EPA	75
Tire, car		U.S. EPA	20
Tire, truck		U.S. EPA	60–100
Rubber, car bumper		U.S. EPA	15
Rubber, manufactured	1 cubic foot	FEECO	85
Rubber, pelletized	1 cubic foot	FEECO	50–55
Textiles			
Clothing, used, mixed	cubic yard	Tellus	225
Fabric, canvas	square yard	U.S. EPA	1
Leather, dry	1 cubic foot	FEECO	54
Leather, scrap, semi-compacted	1 cubic yard	Tellus	303
Rope	1 cubic foot	FEECO	42
String	yard	U.S. EPA	1 gram
Used clothing, mixed, loose	1 cubic yard	Tellus	225
Used clothing, compacted	1 cubic yard	Tellus	540
Wool	1 cubic foot	FEECO	15–30
Carpet & padding, loose	1 cubic yard	Tellus	84.4

*Source acronyms used

- CIWMB: California Integrated Waste Management Board
- FEECO: FEECO Incorporated
- Tellus: Tellus Institute, Boston Massachusetts
- U.S. EPA: United States Environmental Protection Agency (Business Users Guide)

Other conversion factor tables

Construction and Demolition | Glass, plastic, paper, and cardboard | Metals | Office Furniture

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Diversion Study Guide, Appendix I

Conversion Factors: Office Furniture

This data is from the U S EPA Business Users Guide Study.

Item	Type	Material	Size	LB
Desk	Executive, double pedestal	Wood		345
Desk	Double pedestal	Laminate	72" x 36"	299 5
Desk	Double pedestal	Laminate	60" x 30"	231
Desk	Single pedestal	Laminate	72" x 36"	250
Desk	Single pedestal	Laminate	42" x 24"	148
Desk	Double pedestal	Metal	72" x 36"	224 67
Desk	Double pedestal	Metal	60" x 30"	184 75
Desk	Double pedestal	Metal	54" x 24"	124
Desk	Single pedestal	Metal	72" x 36"	189
Desk	Single pedestal	Metal	48" x 30"	133 67
Desk	Single pedestal	Metal	42" x 24"	148
Desk	Single pedestal	Metal	40" x 20"	82
Desk	Small modular panel system			422
Desk	Large modular panel system			650
Work station	With return	Laminate	60" x 30"	329 33
Work station	With return	Metal	60" x 30"	230 67
Bridge	Executive	Wood		76.67
Bridge		Laminate		140
Credenza		Wood		250.78
Credenza		Laminate		230 14
Credenza	With knee space	Metal	60" x 24"	156 67
Round conference table		Wood	42" diameter	91.5
Bookcase	3 shelves	Wood	36" wide	90
Bookcase	4 shelves	Wood	36" wide	110 9
Bookcase	5 shelves	Wood	36" wide	138 8
Bookcase	6 shelves	Wood	36" wide	134 6
Bookcase	7 shelves	Wood	34" wide	138 5
Bookcase	4 shelves	Laminate		85
Bookcase	5 shelves	Laminate		110
Bookcase	2 shelves	Metal	34"-36"	44 5
Bookcase	3 shelves	Metal	34"-36"	57 5
Bookcase	4 shelves	Metal	34"-36"	70 5
Bookcase	5 shelves	Metal	34"-36"	89
Bookcase	6 shelves	Metal	34"-36"	101
File Cabinet	2 drawer, lateral	Wood		155.14
File cabinet	2-drawer, lateral	Laminate		171.5
File cabinet	2-drawer, lateral	Metal	30"-42"	230 67
File cabinet	4-drawer, lateral	Metal	36"	207 33
File cabinet	2-drawer, vertical	Metal	Letter size	60 6
File cabinet	4-drawer, vertical	Metal	Letter size	107 6
File cabinet	2-drawer, vertical	Metal	Legal size	71 5
File cabinet	4-drawer, vertical	Metal	Legal size	123 5
Chair	Executive desk			51 167
Chair	Guest arm			38 2
Chair	Swivel arm			45 25
Chair	Secretary, with no arms			31 76
Chair	Stacking			15 83
Personal computer	CPU (central processing unit)			26
Computer monitor				30
Computer printer				25 33

*Source acronyms used

- **CalRecycle:** California Department of Resources Recycling and Recovery
- **FEECO:** FEECO Incorporated
- **Tellus:** Tellus Institute, Boston Massachusetts
- **U.S. EPA:** United States Environmental Protection Agency (Business Users Guide)

Other conversion factor tables

Construction and Demolition | Glass, plastic, paper, and cardboard | Organics | Metals

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Diversion Study Guide, Appendix I

Conversion Factors: Metals

Please refer to Appendix H, "What Counts Toward Diversion," to determine if these items qualify.

Material/Item	Size/Amount	Study*	LB
Aluminum			
Aluminum foil, loose	1 cubic yard	Tellus	48 1
Aluminum scrap, cubed	1 cubic yard	Tellus	424
Aluminum scrap, whole	1 cubic yard	Tellus	175
Aluminum cans, uncrushed	1 case = 24 cans	U S. EPA	0.89
Aluminum cans, crushed	13 gallons	U S. EPA corr	7 02
Aluminum cans, crushed	33 gallons	U.S. EPA	17.82
Aluminum cans, crushed	39 gallons	U S. EPA	31 06
Aluminum cans crushed & uncrushed mix	1 cubic yard	Tellus	91 4
Aluminum cans, uncrushed	1 full grocery bag	U S. EPA	1 5
Aluminum cans, uncrushed	13 gallons	U.S. EPA	2 21
Aluminum cans, uncrushed	33 gallons	U S. EPA	5 61
Aluminum cans, uncrushed	39 gallons	U S. EPA	8 63
Aluminum cans (whole)	1 cubic yard	U S. EPA	65
Aluminum, chips	1 cubic foot	FEECO	7-15
Aluminum/tin Cans commingled uncrushed	33 gallon	USEPA	11 55
Ferrous Metals			
Metal scrap	55 gallon	U S. EPA	226 5
Metal scrap	cubic yard	U S. EPA	906
Metal, car bumper	each	U S. EPA	40
Paint can	5 gallon	U S. EPA	2 21
Radiator, ferrous	each	U S. EPA	20
Hanger (adult)	each	CalRecycle	0 14
Hanger (child)	each	CalRecycle	0 09
Tin can, ferrous	#2 5	U.S. EPA	0 13
Tin can, ferrous	#5	U S. EPA	0 28
Tin can, ferrous	#10	U S. EPA	0 77
Tin coated steel cans	1 cubic yard	U.S. EPA	850
Tin coated steel cans	1 case (6 #10 cans)	U S. EPA	22
Tin, tuna can (3/4 of #10), ferrous	each	U.S. EPA	0 58
Tin, cat food can, ferrous	8 oz.	U.S. EPA	0.14
Tin, dog food can, large, ferrous	22 oz.	U S. EPA	0.22
Tin, dog food can, ferrous	15 5 oz.	U.S. EPA	0.11
Tin, cast	1 cubic foot	FEECO	455
Cast iron chips or borings	1 cubic foot	FEECO	130-200
Iron cast ductile	1 cubic foot	FEECO	444
Iron, ore	1 cubic foot	FEECO	100-200
Iron, wrought	1 cubic foot	FEECO	480
Steel shavings	1 cubic foot	FEECO	58-65
Steel solid	1 cubic foot	FEECO	487
Steel, trimmings	1 cubic foot	FEECO	75-50
Brass, cast	1 cubic foot	FEECO	519
Brass, scrap	1 cubic yard	Tellus	906 43
Bronze,	1 cubic foot	FEECO	552
Copper fittings, loose	1 cubic yard	Tellus	1,047 62
Copper pipe, whole	1 cubic yard	Tellus	210 94
Copper, cast	1 cubic foot	FEECO	542
Copper, ore	1 cubic foot	FEECO	120-150
Copper, scrap	1 cubic yard	Tellus	1,093 52
Copper, wire, whole	1 cubic yard	Tellus	337 5

Chrome ore (chromite)	1 cubic foot	FEECO	125-140
Lead, commercial	1 cubic foot	FEECO	710
Lead, ores	1 cubic foot	FEECO	200-270
Lead, scrap	1 cubic yard	Tellus	1,603.84
Nickel, ore	1 cubic foot	FEECO	150
Nickel, rolled	1 cubic foot	FEECO	541

*Source acronyms used

- CalRecycle: California Department of Resources Recycling and Recovery
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Other conversion factor tables

Construction and Demolition | Glass, plastic, paper, and cardboard | Organics | Office Furniture

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FRN

NEW	FRN Average Weights	2009
Category	Item Description	Average Weight (kg)
Furniture		
Furniture	Bedside unit, cabinet or table	14
Furniture	Bench, kitchen or garden, solid wood	30
Furniture	Blanket box, Ottoman	11
Furniture	Bookcase / Shelving Unit	21
Furniture	Cabinet (display & kitchen), Bureau	20
Furniture	Chair, kitchen, dining or wooden	7
Furniture	Chest-of-drawers, Tallboy	27
Furniture	Small desk, Computer Table	20
Furniture	Large desk	27
Furniture	Dressing table	34
Furniture	Fire surround	28
Furniture	Grandfather clock	64
Furniture	Headboard unit (with built-in bedside cabinets)	35
Furniture	Headboard	11
Furniture	TV / Hi-fi unit	17
Furniture	Piano	130
Furniture	Sideboard, not large	35
Furniture	Table small e.g. cane, coffee, occasional, nest of	14
Furniture	Table, large e.g. dining	29
Furniture	Table, medium e.g. kitchen	23
Furniture	Wall unit	43
Furniture	Wardrobe, double	55
Furniture	Wardrobe, single	37
Furniture	Welsh dresser	92
Home Office Furniture	Cabinet, large	77.5
Home Office Furniture	Filing cabinet, large	48
Home Office Furniture	Cabinet / Filing cabinet, small	20
Home Office Furniture	Office chair	12
Home Office Furniture	Office desk	26
Soft Furniture	2 seater sofa	37
Soft Furniture	3 seater sofa	42
Soft Furniture	Armchair	27
Soft Furniture	Recliner	51
Soft Furniture	Bed, single complete (base, mattress + headboard)	53
Soft Furniture	Bed, double complete (base, mattress + headboard)	78
Soft Furniture	Bed, king-size complete (base, mattress + headboard)	91
Soft Furniture	Bed base, single wood / divan / folding / Z bed	21
Soft Furniture	Bed base, double wood / divan / folding / Z bed	27
Soft Furniture	Bed base, king-size wood, divan or double metal	30
Soft Furniture	Bunk bed / Cabin bed	50
Soft Furniture	Cane chair, Bookcase	15
Soft Furniture	Chair, easy, fireside, lounge, rocking	18
Soft Furniture	Chaise longue	40
Soft Furniture	Futon / Sofabed (wooden base with mattress)	35

WRAP
Material change for a better environment

Soft Furniture	Mattress, single	21
Soft Furniture	Mattress, double	40
Soft Furniture	Mattress, king-size	50
Soft Furniture	Pouffe / Stool	5
Soft Furniture	Sofa bed, foam flop out	42.5
Soft Furniture	Sofa bed, metal frame	85
Soft Furniture	Sofa, cane / conservatory (with cushions)	20
Household		
Bric-a-Brac	Bric-a-Brac (small packet)	1
Bric-a-Brac	Bric-a-Brac (box)	12
Children's Items	Cot	16
Children's Items	High chair	13
Children's Items	Pram	14
Children's Items	Pushchair	8
Children's Items	Stair gate	3
Children's Items	Toys, box	11
Leisure	Bike, adult	15
Leisure	Bike, child	10
Miscellaneous	Small miscellaneous, e.g. scales, saucepans, shoe rack, pedal bin, picture, magazine rack, fireguard, CD stand, picture frame, curtain pole, lampshade, suitcase, wine rack, Christmas tree	3
Miscellaneous	Medium miscellaneous, e.g. tea trolley, ironing board, plant stand, coat or hat stand, small mirror, clothes horse,	6
Miscellaneous	Large miscellaneous, e.g. carpet cleaner, large mirror, ladder, laundry basket, loose shelves	11
Carpets & Flooring		
Flooring	Carpet tiles, lino, carpet, flooring or underlay for standard room 12' x 12'	25
Flooring	Small rug 3' x 6'	5
Bedding & Window Dressings		
Bedding & window dressings	Pillow, pillow case	1
Bedding & window dressings	Sheet	1.5
Bedding & window dressings	Blanket, towel, throw, duvet cover	2
Bedding & window dressings	Blinds (fabric), light or mid weight curtains	5
Bedding & window dressings	Blinds (wood, metal), curtains (thick, lined)	7
Bathroom		
Bathroom Items	Bath (metal)	40
Bathroom Items	Bath (non-metal)	25
Bathroom Items	Bathroom Cabinet /Shower Screen	7
Bathroom Items	Cistern	15
Bathroom Items	Shower equipment/tray	15
Bathroom Items	Sink (ceramic)	20
Bathroom Items	Sink (metal)	20
Bathroom Items	Toilet	30
Bathroom Items	Vanity unit, including sink	29
Garden & DIY		
DIY	Door (pvc)	20
DIY	Door (wood)	15

WRAP Material change for a better environment

DIY	Gate (metal)	30
DIY	Gate (wood)	15
DIY	Paint (5l)	6
DIY	Patio door	30
DIY	Tiles (ceramic), per square metre	30
DIY	Window (wood)	15
DIY	Window (glazed)	20
DIY	Worktop (kitchen)	12
Garden	BBQ	15
Garden	Chair (metal, plastic or wood)	7
Garden	Lounger	15
Garden	Rotary drier	15
Garden	Table (metal, plastic or wood)	20
Garden	Tool (large) e.g. spade, fork	2
Garden	Tool (small) e.g. trowel	1
Garden	Water butt	11
Garden	Wheelbarrow	15
Gas Appliances		
Gas Appliances	Cooker, gas	50
Gas Appliances	Hob, gas	20
Gas Appliances	Fire, gas	9
WEEE		
Cat 1 - Large Household Appliances	Baby belling, counter top cooker, hostess trolley	24
Cat 1 - Large Household Appliances	Cooker hood	9
Cat 1 - Large Household Appliances	Cooker, electric	56
Cat 1 - Large Household Appliances	Dishwasher	47
Cat 1 - Large Household Appliances	Spin-Dryer	13
Cat 1 - Large Household Appliances	Tumble-Dryer	39
Cat 1 - Large Household Appliances	Twin-tub	42
Cat 1 - Large Household Appliances	Washer Dryer	69
Cat 1 - Large Household Appliances	Washing Machine	65
Cat 2 - Small Household Appliances	Hair & Beauty item e.g. hair dryer, foot massager, hair curlers, hair straighteners	1
Cat 2 - Small Household Appliances	Small item - kettle, toaster, clock, sandwich maker, coffee maker, juicer, rice cooker, steamer, iron, food mixer	2
Cat 2 - Small Household Appliances	Medium item - bread machine, video camera, trouser press	7
Cat 2 - Small Household Appliances	Electric sewing machine	17
Cat 2 - Small Household Appliances	Fan (electric)	10
Cat 2 - Small Household Appliances	Fan heater	5
Cat 2 - Small Household Appliances	Fire	16
Cat 2 - Small Household Appliances	Hob, electric	8
Cat 2 - Small Household Appliances	Microwave	19
Cat 2 - Small Household Appliances	Radiator	17.5
Cat 2 - Small Household Appliances	Vacuum	13
Cat 3 - IT & Telecommunications	Computer, base unit	10
Cat 3 - IT & Telecommunications	Laptop	3
Cat 3 - IT & Telecommunications	Mobile phone or Accessory (hands free kit, charger)	0.5
Cat 3 - IT & Telecommunications	PC Accessory (keyboard, mouse)	1

wrap Material change for a better environment

Cat 3 - IT & Telecommunications	PC Printer / Scanner / Shredder	7
Cat 3 - IT & Telecommunications	Photocopier	52
Cat 3 - IT & Telecommunications	Telecommunications equipment	5
Cat 3 - IT & Telecommunications	Wordprocessor / Electric typewriter	9
Cat 4 - Consumer Equipment	Hi-fi, integrated	11
Cat 4 - Consumer Equipment	Hi-fi, separates (amplifier, cassette deck, CD player, radio, speakers)	5
Cat 4 - Consumer Equipment	Video, DVD, Games Console, Digi-box	12
Cat 5 - Lighting Equipment	Lamp or light	1.5
Cat 6 - Electrical & Electronic Tools	Small electrical garden tool e g. strimmer, hedge cutter, garden vac	11
Cat 6 - Electrical & Electronic Tools	Large electrical garden tool, e g. lawnmower, shredder	13
Cat 6 - Electrical & Electronic Tools	Power tools e g. drill, electric screwdriver	4
Cat 7 - Toys, leisure & sports	Musical instruments e.g. keyboard, organ	31
Cat 7 - Toys, leisure & sports	Sunbed	33
Cat 8 - Medical devices	Electric armchair	54
Cat 8 - Medical devices	Electric bed, single	100
Cat 8 - Medical devices	Electric bed, double	200
Cat 8 - Medical devices	Electric wheelchair	60
Cat 11 - Display Equipment	CRT-Monitor <14"	11
Cat 11 - Display Equipment	CRT-Monitor 14"	13
Cat 11 - Display Equipment	CRT-Monitor 15"	14
Cat 11 - Display Equipment	CRT-Monitor 17"	16
Cat 11 - Display Equipment	CRT-Monitor 19"	23
Cat 11 - Display Equipment	CRT-Monitor 21"	31
Cat 11 - Display Equipment	CRT-Monitor 32"	52
Cat 11 - Display Equipment	TV Portable or TV Combi	11
Cat 11 - Display Equipment	Flat screen display 15-17"	4.4
Cat 11 - Display Equipment	Flat screen display 19-20"	6.3
Cat 11 - Display Equipment	Flat screen display 22-24"	7.2
Cat 11 - Display Equipment	Flat screen display 26-30"	10.6
Cat 11 - Display Equipment	Flat screen display 32-37"	17.0
Cat 11 - Display Equipment	Flat screen display 40-46"	22.0
Cat 12 - Cooling Appliances containing refrigeration	Air Conditioner, Dehumidifier	18.5
Cat 12 - Cooling Appliances containing refrigeration	Freezer or fridge, table top	28
Cat 12 - Cooling Appliances containing refrigeration	Freezer, chest	48
Cat 12 - Cooling Appliances containing refrigeration	Freezer, free standing	45
Cat 12 - Cooling Appliances containing refrigeration	Freezer, under counter	32
Cat 12 - Cooling Appliances containing refrigeration	Fridge, free standing	38
Cat 12 - Cooling Appliances containing refrigeration	Fridge, under counter	30
Cat 12 - Cooling Appliances containing refrigeration	Fridge-Freezer	51

Item 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.

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 (XXXXX 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 XXXXX XX, 2017 through XXXXX 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 XXXXX 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, XXXXX XX, 2017, at 6:00 p.m.
- Saturday, XXXXX 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)

Item 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 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 3:00 p.m. today, please contact our customer service department at (Waste Hauler Telephone Number) and we will return and collect today at no charge.

SAMPLE

Item 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.

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 Years 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 = XXX lbs., 64 gallon cart = XXX 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 3 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 regularly scheduled collection day during the period of three weeks following December 25th. You must strip them of ornaments, garlands, tinsel, flocking and stands.

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 pick-up, 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 Recyclables. 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!

SAMPLE

Item 16.D.4.a – Residential Service Brochure

HOLIDAY TREE COLLECTION
Collection of holiday trees (i.e., Christmas trees, Hanukkah bush, etc.) from the curb on regularly scheduled collection day.

ANNUAL CURBSIDE CLEANUP
A cleanup event scheduled once per year wherein all bulky items, excess trash, and excess green waste will be collected from the curb.

MOVE IN/MOVE OUT
Bulky items, up to a maximum of 10 items per pickup, will be collected within 14 days of customer account being opened or closed.

SHARPS COLLECTION
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.

MULCH AND COMPOST EVENTS
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.

ROLL-OUT SERVICES
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.

HOUSEHOLD HAZARDOUS WASTE COLLECTION FOR ELDERLY AND DISABLED
Upon request from qualified customer, household hazardous waste will be collected from set-out site agreed upon with the customer.

WHO TO CONTACT

WASTE HAULER
For service questions or requests:

Please contact your waste hauler.

PUBLIC WORKS
For general or environmental questions or for customer service complaints:

1(888) CleanLA or www.CleanLA.com

A Guide to Trash Service

Residential Trash and Recyclables Program

Unincorporated Los Angeles County Communities

BASIC SERVICES INCLUDED

WASTE COLLECTION
Automated collection of trash, recyclables, and organics each week on a regular collection day(s).

CARTS
Set of one 64-gallon black, one 96-gallon blue, and one 96-gallon green cart are provided.

EXTRA CARTS AT NO ADDITIONAL CHARGE
Upon request. One additional 96-gallon blue and/or one additional 96 gallon green carts.

ALTERNATIVE SIZE CARTS
Upon request, if you have space limitations, you may receive either 64 or 32-gallon carts.

BULKY ITEM PICK-UP
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.

EXCESS TRASH PICKUP
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.

EXCESS GREEN WASTE PICKUP
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.

Black Cart is for Trash

Your BLACK 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.

DO NOT place the following materials in the black carts:

- Batteries
- Construction and Demolition Debris
- Electronic Waste
- Fluorescent Bulbs
- Green Waste
- Infectious Waste
- Oil
- Paint
- Pesticides
- Recyclables
- Tires

For information on proper disposal of household hazardous waste, please call 1(888) Clean LA or visit the County's website at www.CleanLA.com.

Blue Cart is for Recyclables

Your BLUE cart is for recyclables. One additional Recyclable cart is available upon request, at no additional charge.

Recyclable items include:

- Aluminum and metal
- Aluminum cans
- Aluminum foil
- Brochures
- Catalogs
- Cardboard
- Computer paper
- Glass
- Glass bottles and jars
- Junk mail
- Magazines
- Mixed paper
- Newspaper
- Paper
- Paper tubes
- Plastic soda or water bottles
- Tissue boxes
- Phone books
- #1 - #7 Plastic bottles
- Used envelopes

REMINDER: Please do not put trash in the Blue or Green carts

Green Cart is for Green Waste

Your GREEN cart is to be used for green waste materials only. Please do not place bagged green waste in the green cart.

Green waste items include:

- Branches
- Brush
- Grass clippings
- Leaves
- Tree trimmings

DO NOT place the following materials in the black carts:

- Animal waste
- Cactus
- Construction debris
- Garbage
- Palm fronds
- Palm tree trimmings
- Plastic or paper bags

FREQUENTLY ASKED QUESTIONS

Who do I call to request services such as bulky item collection or replacement of damaged carts?

All service requests, including replacement of damaged carts, must be made directly with the waste hauler.

What happens if my waste hauler mixes my recyclable materials with the trash?

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.

Who can I call if I have a complaint about the trash collection services I receive?

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.

How will the County ensure the residents receive quality service from the hauler?

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.

Item 16.D.4.b – Multifamily Service Brochure

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 vista también identificaremos el programa de reciclaje y los carritos o 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 colecta de basura, es posible que esté incurriendo un gasto adicional e innecesario ya que los servicios de colecta 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 cuota de servicio incluidos 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 elijen 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 carritos 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

reduce waste and increase recycling

Como el proveedor del servicio para la recolección de su basura, estamos listos para atender sus necesidades para el desecho de la basura y el reciclaje. Lea este panfleto acerca de nuestros servicios y acerca de la nueva ley del estado sobre el reciclaje obligatorio.

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.

REPUBLIC SERVICES
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/site/los-angeles-ca.com

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 a lo largo 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, o*
- *Transportar sus propios reciclables*

Our services include:
Nuestros servicios incluyen:

- Trash collection
  Recolección de basura
- FREE recyclables collection
  Recolección GRATIS de reciclables
- Recycling containers
  Carritos 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
  Latas de aluminio y hojalata
- White & colored paper
  Papel blanco y de colores
- Newspapers, Magazines, catalogs
  Periódicos, Revistas, catálogos
- Paperboard, cardboard
  Cartulinas, cartoncillos
- Junk mail, envelopes
  Publicidad postal, sobres

No

- Waxed paper cups
  Vasos de papel encerado
- Styrofoam
  Productos de Unicel
- Plant material
  Plantas y similares
- Waxed cardboard
  Cartoncillos de papel encerado
- Plastic binders
  Carpetas de plástico
- Carbon paper
  Papel carbon
- Food wrappers
  Envolturas para comida
- Paper towels
  Toallas de papel
- Photographs
  Fotografías
- Hazardous waste
  Basura tóxica del hogar

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
- It is *mandatory* for multi-family dwellings (5 or more units)
  Porque es obligatorio para unidades multi-familiares (de 5 o 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 colecta 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 yardas cubicas

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

Item 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 [1]**:** _____ $XX.XX/quarter ($XX.XX/month)

[1] 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)

Other Discounts Available to Qualifying Customers:

5% Smarte-Club Discount for residents who register to receive service information, billing, and make service requests electronically through (WASTE HAULER NAME)'s website at (WEBSITE ADDRESS). Residents who register must waive to receive these materials by mail and must be a member during an entire, applicable billing quarter to receive this discount.

15% Small Generator Discount for residents who use only one 32-gallon container for trash. This discount cannot be combined with the Senior Discount.

Residential Bin Rentals (3 YD) and Temporary Roll-Off Services: Available upon request by calling our customer service department at 1-800-266-7551.

SAMPLE

Item 16.E.1 – Form C

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
Total Number Served by Refuse Collection			
Total Number Participating in Recycling Program			
Total Number Participating in Green Waste Program			

ALL QUANTITIES MUST BE REPORTED IN TONS

Name of Unincorporated Community or GDD or Residential Franchise Area	Type of Load (Residential, Commercial, or Multi-Family)	Total Quantities Collected	Quantities Electronic Waste		Quantities Diverted (Recycled/Reused/Beneficial Use)																										Quantities Sent to Solid Waste Facility	
					Bulky Items				C & D Debris		Glass		Metal			Other Organics			Paper				Plastic				Yard Waste							
			CEW / CRT	Other	Furniture (Chairs, Sofas, Mattresses, Etc.)	Tires (Passenger Tires)	White Goods	Other	Inert Solids (Concrete, Brick, Sand)	Mixed Debris (Wood, Drywall, Roof Shingles, Etc.)	CA Redemption Value Glass	Other Recyclable Glass	Aluminum Cans	Bi-Metal Containers and Tin Cans	Non-Ferrous Metals	Food Wastes	Manure	Tires, Textiles, and Rubber Products	Corrugated Cardboard	High Grade Ledger	Mixed Paper	Newspaper	High Density Polyethylene (HDPE)	Polyethylene Terephthalate (PET)	Other Plastic	Green Waste	Holiday Trees	Special Waste	Mixed Recyclables	Commingled or Disposal	Solid Waste Facility Utilized
Monthly Total:																																

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 T: 800 320-1771
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

Item 16.E.2 – Form L

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* (Use Codes Listed Below)*	Issue/Complaint*	Call Taken By*	Date of Resolution* (MM/DD/YYYY)	Resolution/Action Taken*
Street Number*	Street Address*	Zip Code*			Account Number*	Customer Name*	Phone Number					

* = Required field
C = Required field for Commercial Trash Collection Franchise Waste Haulers only
L = 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 Issues, I - Message From Driver/Supervisor, J - Service Cancellation/Termination Issues

Page _____ of _____

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.

DPW FORM L 08/2014

Item 16.E.3 - Form T

FORM T

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: _____

Facility Address: _____

_____

Phone No.: (_____) _____

Signature: _____

Reporting Period (Month / Year): _____

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														

Item 16.E.4 – Form V

Waste Hauler Vehicle List
Annual survey for reporting Waste Hauler fleet vehicles (Annually, or as needed)

Vehicle Make*	Vehicle Type* (Front Loader, Rear Loader, Side Loader, Roll-Off, or Other)	Year of Vehicle*	Fuel Type* (CNG, diesel, etc.)	Vehicle Number OR Assigned County Decal Number*	Vehicle License Number* (If new, put "no plate at this time")	Vehicle Identification Number (VIN)*	Vehicle Frequency (Full-time, Part-time, or spare)*	Capacity (tons)*	Type of Material Collected*	Vehicle's Storage Yard	Comments