



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

April 2, 2020

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

INVITATION FOR BIDS - ADDENDUM 3 ATHENS/WOODCREST/OLIVITA, FIRESTONE, AND WALNUT PARK GARBAGE DISPOSAL DISTRICTS (BRC0000125)

Thank you for attending our mandatory bidders' conference for Athens/Woodcrest/Olivita, Firestone, and Walnut Park Garbage Disposal Districts (BRC0000125) held on Thursday, February 20, 2020.

The deadline to submit the bids has been extended to **Tuesday, April 7, 2020, at 5:30 p.m.**

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

Please take note of the following revisions to the Request for Proposals (RFP). (Note that the changes that have been added are in **boldface** and deleted languages are ~~strikethrough~~.) Section A is the Addendum and Section B is the Questions and Answers.

A. Addendum

1. Part 1, Sample Contract, Section 1, Requirement To Provide Task 1 Services, Item C. Future Exclusions from Exclusivity has been revised to include the following:

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

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

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

These accounts may or may not include Cart services.

2. Part 1, Sample Contract, Section 3, Scope of Services and Specifications (Contract Services), Item C.9, Vehicle Monitoring, has been revised as follows:

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

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

3. Part II, Sample Contract, Scope of Work, Exhibit 3A1, the fifth bullet under Item C.3, Organic Waste Reduction, has been revised as follows:

- ~~Upon Director designation,~~ **Containers at Homeless Encampments** will be treated as **public receptacles and therefore, not considered** unsegregated single-Container collection services in Section 18984.3 of SB 1383, and therefore, their waste **is not required** ~~must go to~~ **go** a high diversion Organic Waste processing facility.

4. Part II, Sample Contract, Scope of Work, Exhibit 3A1, Item D.3.e, has been revised as follows:

e. Removal of Carts or Dumpsters Stored in the Public Right-of-Way

The storage of Solid Waste is not allowed within the public right-of-way. Furthermore, Containers left out after Collection may be an eyesore for the community, a threat to public health, and a nuisance to traffic. Therefore, Director may **require** ask CONTRACTOR **to assist** ~~for assistance~~ in dealing with these Containers.

5. Part II, Sample Contract, Scope of Work, Exhibit 3A1, Item H.1 has been revised as follows:

1. Holiday Tree Collection

For a minimum of 3 weeks following December 25, or another period established by Director, CONTRACTOR shall Collect, transport, process, and Divert all Holiday trees stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. **Trees Collected under this program are not required to be cut to a smaller size by Occupant. Trees set out after the 3-week period are to be Collected as Green Waste and therefore limited to 4-feet in length.** All materials Collected shall be Diverted to the maximum extent feasible.

6. Part II, Sample Contract, Scope of Work, Exhibit 3A1, Item P.2, has been revised as follows:

2. Food Waste Container

To encourage Occupant's participation in diverting Organics from Landfills, CONTRACTOR is to provide an in-home container that is attractive enough to place on a kitchen counter and small enough to place in a dishwasher. It is anticipated that Occupants would use the container to regularly transfer food waste from their kitchen to the Green Waste Container and eliminate the need for a plastic bag. While the first container is **to be provided at no additional charge** free, CONTRACTOR must allow the purchase of additional containers for the fee indicated in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

To further encourage the reduction of waste generation through the participation in the Smart e-Club, CONTRACTOR is to promote and offer a second, upgraded stainless steel container, upon the request of the Occupant that is enrolled in the Smart e-Club. Promotion means to include in newsletter articles.

a. Each Occupant

CONTRACTOR shall provide each ~~existing and future new~~ Occupants **and each new Customer** a container intended for Food Waste in the home, **prior to the start of their service**. The container shall be similar in design to ones available at sure-close.com (Director does not endorse this particular brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;
- Approximately 2 gallons in volume;
- 10-12 inches wide, for scraping plates into;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and
- Additional available for purchase by Customers that includes reasonable markup and delivery or shipping.

b. Smart e-Club Members

Within 30 days of ~~Upon~~ request from Smart e-Club members and at no charge for the first one, CONTRACTOR shall provide containers that meet the following criteria:

- Dishwasher Safe;
- Lid, removable and prevents odors;
- Handle;
- Approximately 2 gallons in volume;
- 10-12 inches wide (if available), for scraping plates into;
- Any logo or other graphics must be approved by Director;
- Stainless Steel; and
- Additional available for purchase by Customers that includes reasonable markup and delivery or shipping.

7. Part II, Sample Contract, Scope of Work, Exhibit 3A2, Task 2 Services, Item A.1.b has been revised as follows:

b. Document

CONTRACTOR is always required to include the number of incidents and the location of Abandoned Waste ~~in the monthly County Services invoices.~~ CONTRACTOR may not use same Vehicle for Collection of Abandoned Waste and Bulky Items to be able to distinguish the two in the Reporting. ~~CONTRACTOR is not required to provide photo evidence of removal except upon Director's request.~~

8. Part II, Sample Contract, Scope of Work, Exhibit 3A3, Additional Services, Item B, Bulky Item and Excess Solid Waste Collection, has been revised as follows:

~~1. Weekly Service~~

1. Bulky Items - No Call, Weekly Unlimited Quantities

~~a. Bulky Items~~

CONTRACTOR shall Sweep all Set-Out Sites for unlimited quantities of Bulky Items discarded by Customer or Occupant at their Set-Out Site on the regularly scheduled Collection day. Customer or Occupant is not required to request service in advance. However, CONTRACTOR may encourage Customers and Occupants to request service in advance.

While CONTRACTOR is to Collect unlimited quantities of Bulky Items, CONTRACTOR is to only advertise to Customers and Occupants a maximum of ten items.

2. Excess and Special Waste - No Call, 3 Times Per Contract Year

CONTRACTOR shall Collect excess waste and special recyclable/reusable items described in the following sections, discarded at the Set-Out Site on the regular Collection day. Customer or Occupant is not required to request service in advance. However, CONTRACTOR may encourage Customers and Occupants to request service in advance.

CONTRACTOR shall Collect up to three times per Contract Year the total of all the services prescribed below. For example, Occupant may place one television and five bags of excess Green Waste out for Collection and it will count as one of the three times.

CONTRACTOR is to record and monitor the number of times this service is used by each Occupant or Customer. A fourth time requires the Customer to agree to pay for the service for the fee in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

~~b. Excess Refuse~~

a. *Excess Refuse*

~~Upon at least 24 hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR, CONTRACTOR shall Collect up to three times per Contract Year Refuse in bags, up to~~ **five bags** per pickup.

~~c. Excess Green Waste~~

b. *Excess Green Waste*

~~Upon at least 24 hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR, CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to~~ **ten bags/bundles** per Contract Year per pickup.

c. *Special Recyclable/Reusable Items*

In accordance with SB 1383, CONTRACTOR shall Collect the following:

(1) **Textiles**

- Clothing - Unlimited quantities of bagged/bundles reusable clothes.
- Other Textiles - Up to 5 bags/bundles not exceeding 70 pounds of textiles other than reusable clothes.

(2) **Wood and Dry Lumber**

Up to two bags/bundles of wood and dry lumber bound or in containers, not longer than four feet in length or more than 70 pounds in weight;

(3) **E-waste**

Up to ten items of electronic waste that is powered by a plug or battery such as computer, telephones, and televisions.

9. Part II, Sample Contract, Scope of Work, Attachment 5-10A - Definitions, Abandoned Waste, Bulky Item, and Homeless Encampment have been revised as follows:

- **Abandoned Waste means** ~~includes~~ Solid Waste **which has been improperly** discarded or dumped at locations in Public Right-of-Way excluding at the Set-Out Site, **generally larger than 12 inches in size**, including palm fronds but excluding other materials deposited as the result of natural causes such as tree limbs or telephone poles blown over in a storm or walls collapsed during an earthquake. Items placed at the Set-Out Site shall be considered Bulky Items. **See Litter for items larger than 12 inches in size.**
- **Bulky Item** means any large item of Solid Waste that will not fit into **an empty** ~~the~~ Container that can be safely lifted by two individuals using a dolly that has been placed at the Set-Out Site for Collection by CONTRACTOR. For Customers with roll-out service, this includes items called in to CONTRACTOR for Collection. A Bulky Item includes, but is not limited to, the following:

- Discarded furniture (such as chairs, sofas, mattresses, and rugs);
- Large Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and other similar items commonly known as "white goods");
- Up to two tires from passenger cars or pickup trucks;
- ~~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.
- **Homeless Encampment** means an area where **five or** more than three individuals **experiencing homelessness** are living nearby each other in temporary shelters, tents, Recreational Vehicles, vehicles, or other means provided in COUNTY policy.
10. Part II, Sample Contract, Scope of Work, Attachment 5-10A - Definitions, has been revised to include Litter and People Experiencing Homelessness (PEH) or Homeless Person as follows:
- **Litter means all solid waste which has been improperly discarded or dumped locations in Public Right-of-Way or which has migrated by wind and is generally smaller than 12 inches in size. Litter includes convenience food, beverage, and other product packages or containers. See Abandoned Waste for items larger than 12 inches in size.**
 - **People Experiencing Homelessness (PEH) or Homeless Person means an individual or family who lacks a fixed, regular, and adequate nighttime residence.**
11. Part II, Sample Contract, Scope of Work, Exhibit 7, Contract Services (Adjustment of Service Fees), Item C, Service Fee Adjustment for Annual Changes in CPI, has been revised as follows:

C. Service Fee Adjustment for Annual Changes in CPI

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The CPI component of the Service Fee will be the percent change, if any, between the following:

- The monthly average CPI during the 12-month period commencing March 1 of the previous year to the last day of February of the current year, and
- The monthly average CPI during the 12-month period commencing March 1 of the prior previous year to the last day of February of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CPI on July 1, 2018. On July 1, 2019, the rate adjustment would compare March 1, 2018, through February 28, 2019, to March 1, 2017 through February 28, 2018.

However, under COUNTY regulations, any percentage change shall not exceed the general salary movement granted to COUNTY employees as determined by COUNTY's Chief Administrative Office as of July 1 for the prior Fiscal Year. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any change in COUNTY employee salaries; no cost-of-living adjustment will be granted.

The index to be used is the Consumer Price Index for "Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted", Series ID ~~CUUR0000SEHG~~ **CUSR0000SEHG**, published by the United States Department of Labor, Bureau of Labor Statistics at ~~<https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG>~~ **<https://data.bls.gov/timeseries/CUSR0000SEHG>**.

If you have any questions concerning the above information, please contact Messrs. David Pang at (626) 458-7167 or Danny Medina at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

April 2, 2020
Page 10

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

MARK PESTRELLA
Director of Public Works



fr: JOSE M. QUEVEDO
Assistant Deputy Director
Business Relations and Contracts Division

DP

P:\aepub\Service Contracts\CONTRACT\David\GARBAGE DISPOSAL DISTRICT - GDD\2019\Athens.Firestone.Walnut Park\Addendum and Information Updates\Addendum 3 4.2.20 Final.doc