

# **COUNTY OF LOS ANGELES**

#### **DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE REFER TO FILE: BRC-1

#### INVITATION FOR BIDS - INFORMATIONAL UPDATE 1 LENNOX AND MALIBU GARBAGE DISPOSAL DISTRICTS (2018-GDD017)

Thank you for attending our mandatory Bidders' Conference for Lennox and Malibu Garbage Disposal Districts (2018-GDD017) held on Tuesday, April 24, 2018.

Please note that the deadline for Bid submission is Tuesday, May 8, 2018, by 9 a.m.

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

#### A. Informational Update

Please take note that Pages 116-139 of Part II, Scope of Work, were missing from the electronic PDF version of the Invitation for Bids (IFB) at the time of release on April 12, 2018. The electronic PDF version of the IFB at the link above has been updated to include the missing pages. No modifications to these pages have been made. Pages 116-139 have been enclosed for reference. The hard copies of the IFB were not affected.

If you have any questions concerning the above information, please contact Mr. David Pang at (626) 458-7167 or Ms. Anna Leung at (626) 458-4072, Monday through Thursday, 7 a.m. to 5 p.m.

MARK PESTRELLA, Director

April 26, 2018

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#### 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.

Very truly yours,

MARK PESTRELLA Director of Public Works

Manovka

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

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Enc.

**Task 2 Services** means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection services and Public Receptacle Collection services.

**Term** means the period beginning on the Execution Date and ending on the Expiration Date and is also defined in item A of Section 2.

Terms and Conditions means the CONTRACT details mailed to Customers and Occupants.

Ton or Tonnage means a short ton of 2,000 pounds avoirdupois.

Transfer is defined in Part 8 of Exhibit 5.

Uncontrollable Circumstances means any of the following events:

- Riots, war, or emergency affecting the Country declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors;
- Sabotage, civil disturbance, insurrection, explosion;
- Natural disasters such as floods, earthquakes, landslides, and fires;
- Strikes, lockouts, and other labor disturbances; or
- Other catastrophic events that are beyond the reasonable control of CONTRACTOR despite CONTRACTOR's exercise of due diligence, excluding:
  - The financial inability of CONTRACTOR to satisfy its Performance Obligations, or
  - Failure of CONTRACTOR to obtain any necessary Permits or the right to use the facilities of any public entity.

**Universal Waste** means hazardous waste that the California Department of Toxic Substances Control considers Universal Waste, including materials listed in 22 CCR 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices.

#### Unpermitted Waste means

- Materials that are not Solid Waste such as Universal Waste, household hazardous waste and other hazardous waste, unauthorized medical waste, radioactive waste;
- Waste tires more than the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);
- Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.

**Unpermitted Waste Screening Protocol** means the protocol prescribed in 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 Service Fees (Customer Service Fees and County Service Fees) in amounts less than or equal to the Service Fees set forth in the Service Fee Schedule in Attachments 7-2 and 7-3 of this Exhibit.

#### 1. <u>Time, Conditions, Changes</u>

- a. Annual Adjustments
  - (1) Automatic (Indices):

Beginning at least 6 months after the Commencement Date, Director will automatically adjust the Consumer Price Index (CPI), Department of Energy (DOE) Compressed Natural Gas (CNG), or Energy Information Agency (EIA) Liquefied Natural Gas (LNG) components of the Service Fee each July 1 in accordance with subsections A1 a(3), B, C and D.

(2) Requested (Disposal and Diversion):

Beginning at least 12 months after the Commencement Date, Director will adjust the Disposal and Diversion components of the Service Fee each July 1 in accordance with subsection A1a (3) and E in the following events:

- CONTRACTOR requests adjustment of those components by Notice to Director together with documentation satisfactory to Director by March 1 of each year, and
- COUNTY initiates an adjustment of those components by Notice to CONTRACTOR together with documentation satisfactory to Director by March 1 of each year.

#### (3) Changes:

Director will adjust the Service Fee for the following changes, if any:

• Indices (After 6 Months): Annual changes, if any, in the following indices, as applicable, defined in Attachment 5-10A:

- CPI: Consumer Price Index (CPI),
- **DOE CNG:** of Energy (DOE) Compressed Natural Gas (CNG), or
- **EIA LNG:** Energy Information Agency (EIA) Liquefied Natural Gas (LNG)

in accordance with the Service Fee adjustment protocol in subsections B, C, and D; or

- Disposal Tipping Fees (after 12 Months): Annual change, if any, in CONTRACTOR's Direct Costs of Refuse Disposal, such as changes in publicly-posted tipping fees, on January 1 at the Solid Waste Facility it has designated in Contractor Documentation, Exhibit 3D, and any other supporting documentation, submitted to Director by March 1; or
- Disposal or Diversion of Green Waste (after 12 Months): Annual changes in CONTRACTOR's costs of Disposal or Diversion of Green Waste, such as 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.

#### b. Adjustments at Any Time

If CONTRACTOR requests Director by Notice or Director Notifies CONTRACTOR at any time, following agreement with CONTRACTOR, the Director may adjust the Service Fees in either of the following events, subject to changes in Refuse Disposal or Green Waste Diversion in subsection A4, and limitations in A6:

(1) Changes in Law

Change in CONTRACTOR's Direct Costs of providing Contract Services due to Changes in Law. Any adjustment in the Service Fee due to a Change in Law by the State is not included in the Maximum Rate Adjustment in subsection 4.

#### (2) Changes in Scope of Service

Up to ten percent of CONTRACTOR's Direct Costs of providing Contract Services due to changes in Contract Services or Standards.

If CONTRACTOR and Director disagree on the adjustment of Service Fees due to Changes in Law, or changes in Contract Services or Standards, COUNTY will have the option to terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

#### c. No Adjustment

Service Fees will not be adjusted:

- Within six or twelve months of the Commencement Date with respect to item A1a(1) and items A1a (2-3) respectively.
- During any of the six possible one-month extensions under item A3 of Section 2.
- If there are any uncured Breaches.
- For Changes other than changes explicitly listed in preceding subsections a and c, including for actual changes in the price of fuel.
- d. Sample Calculation

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

#### 2. <u>Rounding</u>

All calculations are rounded to the nearest 1/100<sup>th</sup> decimal place (for example, 10.9656 percent to 10.97 percent, or 10.9637 percent to 10.96). The decimal 5 is rounded up (for example, 10.965 percent to 10.97 percent). Adjustments in Service Fees are rounded to the nearest penny (for example, \$25.34).

#### 3. Weighted Adjustment

#### a. Serviced Fee Components

The monthly Service Fees for Contract Services will be divided into the following cost components and adjusted by these percentages:

Labor (and other general costs of Contract Services)	65%
Fuel	5%
Refuse Disposal	20%
Green Waste	10%
Organics Disposal and Diversion:	0%
Green Waste	0,0
Food Waste	
Food Waste Diversion-only	0%
Recyclables Diversion	0%

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

## b. Modifications in Weight of Disposal/Diversion Components

COUNTY acknowledges that CONTRACTOR's costs of providing Disposal and Diversion may change significantly. Before each July 1, Director will review Service Fees under its contracts that are substantially like this CONTRACT, including contracts for Residential Collection service with Carts. In its sole discretion, COUNTY may adjust (or refrain from adjusting) the following components' related percentage:

- Refuse Disposal percent, and
- Green Waste Diversion percent.

For example, if Green Waste Diversion costs rise, the Director might make the following adjustments:

- Increase Green Waste Diversion percentage from 10 percent to 12 percent for both the Santa Monica Mountains and Avocado Heights even though those costs were different in the two Service Areas; and
- Correspondingly decrease the Disposal percent from 20 percent to 18 percent.

Director will not make an adjustment solely to this CONTRACT but not in other, similar contracts.

Director will not modify the weighted 65 percent labor or 5 percent fuel components of the Service Fee.

A sample modification is attached to this Exhibit as Attachment A3(4).

#### 4. Maximum Rate Adjustment

Cumulative adjustments to the Service Fees cannot exceed the percentages in the following table, except for changes due to acts of the State:

	Maximum Cumulative Adjustment**
Years 0 to 1 (Commencement Date to the first July 1)	0 percent
Years 2 to 7 (The first July 1 to the scheduled Termination Date under Section 2)	35 percent
Years 8 to 9 / Extension No. 1, if any	45 percent

55 percent
Actual Direct Costs
No Change

- \* Rate adjustments due to Changes in Laws or Contract Services under subsection A1 above may be implemented at any time during the Term.
- \*\* Any change in Service Fees for direct costs due to Changes in Law promulgated by the State are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

For example, during the first seven years of the CONTRACT, the Service Fee could increase 35 percent plus an allocable amount due to an increase of \$4 per Ton on the State-mandated Disposal fee.

#### 5. <u>Customer 30-Day Notice</u>

CONTRACTOR shall provide all Customers a minimum of 30-days written Notice of the implementation of changes in any Customer Service Fees.

#### 6. Adjustment Limitations

No adjustment will be effective until Notice thereof has been provided to the Board of Supervisors. Service Fees will be adjusted only if there are no uncured Breaches.

While COUNTY will automatically adjust the 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. Bear-Resistant Cart Fee (CPI)

Use methodology in item C of Exhibit 7.

c. Locking Recyclables Cart Fee (CPI)

Use methodology in item C of Exhibit 7.

#### d. Recyclables

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

e. County Service Fee (Task 2)

Use methodology in items C, D, E, and F of Exhibit 7.

#### B. This item is no longer used

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

Beginning on or after six months have elapsed 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, 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.

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

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The DOE CNG component of the Service Fee adjustment will apply only to the percentage of Vehicles in a fleet that use compressed natural gas. The adjustment of the DOE LNG component will apply only to the percentage of Vehicles in a fleet that use CNG or LNG. The adjustment of the DOE Diesel component will apply only to the percentage of Vehicles in a fleet that uses diesel.

## 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. Changing 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, <u>unless</u> 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. <u>Transfer (Trans) Loading Plus Disposal/Diversion Elsewhere</u>

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. No Longer Used

#### 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 Fees Adjustment Example

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

Ta	able 1–Ad	ustment Due to	Change in C	PI
	03/01/15		V	004.04

Table 1–Adjustment Due to Change in CP		
Calculate percent change		221.64
(10	03/01/16-02/28/17	228.59
(12-month average, not month-to-month)	Percent change	3.14% (not more than
mona-to-monan)		COUNTY salary increase)

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

Calculate percent change January, April, July, and October 2015 (2.26+1.00+2.02+2.24)/4 =		
January, April, July, and October 2015		
January, April, July, and October 2016	8.48/4 = 2.12 (2.29+2.33+2.44+2.35)/4 =	
Porcont Change	9.41/4 = 2.35	
e i	(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85%	
40% of fleet uses DOE CNG	0.40 X 10.85% =	
	4.34%	
	January, April, July, and October 2015 January, April, July, and October 2016 Percent Change 40% of fleet uses DOE CNG	

#### Table 2A-Adjustment Due to Change in DOE CNC

#### Table 2B - Adjustment Due to Change in EIA I NG

	Due to onlange in Li	
Calculate percent change in	03/01/15-02/29/16	121.63
EIA LNG (12-month average,	03/01/16-02/28/17	153.01
not month-to-month)	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%

#### С. 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

		ig i dob at i dollity offe
Calculate percentage	01/01/14 (CONTRACT started 9/1/14)	\$50.00
change in Disposal tipping	01/01/15	\$52.00
fees	01/01/16	\$55.00
	Percent change (compare to 2014	10.00%
	since no adjustment allowed prior year)	
Adjustment to Disposal	450/ 501	0.45 X 10.00% = <b>4.50%</b>

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

	i the second sec	
Calculate percentage	01/01/14 (CONTRACT started 9/1/14)	\$40.00
change in Disposal tipping	01/01/15	\$43.00
fees	01/01/16	\$46.00
	Percent change (compare to 2014	15.00%
	since no adjustment allowed prior year)	
Adjustment to Disposal		0.55 X 15.00% = 8.25%

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

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

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

	Table 4–Sum of Ad	justments	
Component	Relative weight of	Adjustment due to change in indices/ change in discosal tipping fees	Weighted 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 Lennox
- Attachment 7-2.2 Task 1 Service Fees Malibu

PW-24.1

### ATTACHMENT 7-2.1 – Task 1 Service Fees Lennox

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Note: 96-gallons  $\approx$  0.5 cu yd.

0 .		
Services	Monthly Rate Per Customer (Billed to Customer)	Monthly Rate Per Customer (Billed to COUNTY)
MONTH	Y RATE	· · · · · · · · · · · · · · · · · · ·
Monthly Rate for Basic Services, per Refuse Unit (Exhibit 3A1 D1)		(per Refuse Unit)
<ul> <li>One 96-gallon Refuse</li> <li>One 96-gallon Recyclables</li> <li>One 96-gallon Green Waste</li> <li>One Extra 96-gallon Recyclables</li> <li>One Extra 96-gallon Green Waste</li> </ul>	n/a n/a n/a n/a n/a	**\$ ***\$ \$0 \$0
Total of Refuse, Recycla		#\$(Basic Service Total)
Extra Carts (Exhibit 3A1	ormation	
<ul> <li>Each 96-gallon Refut</li> <li>Each 96-gallon Recy</li> <li>Form PW-2</li> </ul>	Form PW-24.1, Task 1	
Per 0.5 cu yds of Ret Per 0.5 cu yds of Gre this attachr	will be transferred onto	
	tion of the RACT.	
2 times per week 3 times per week 4 times per week 5 times per week 6 times per week (Saturdays) Additional On-Call Pickups beyond 4 per year	3.0 4.0 5.0	n/a n/a n/a n/a n/a
Exhibit 3A1 H3 & Section 7A2e) Bulky Items, excess waste, or Green Waste (per <u>visit to Collect all items)</u>	One time charge equal to +75% of Basic Service Total#	n/a
Container Size Exchange, beyond 1 per year (Exhibit BA1 D3) Each additional exchange	One time charge equal to +50% of Basic Service Total#	n/a

Services	Monthly Rate Per Customer (Billed to Customer)	Monthly Rate Per Customer (Billed to COUNTY)
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Section 7A2d)		
SATT& Section (A2d)		
<ul> <li>Mandatory Minimum Service (Up to 10 feet)</li> </ul>	+5% of Basic Services Total#	n/a
<ul><li>Full Service (Up to 50 feet)</li><li>Extended Full Service</li></ul>	+25% of Basic Services Total#	n/a
• First 50 feet	+25% of Basic Services Total#	n/a
<ul> <li>Each 200 feet</li> </ul>	+25% of Basic Services Total#	n/a
<ul> <li>Unpaved</li> </ul>	+10% of Basic Services Tota#	n/a
o Steep	+10% of Basic Services Total#	n/a
Difficult to Service (Exhibit 3A1 O & Section 7A2c)	If applicable to Service Area	
Cost per Customer	+50% of Basic Services Total#	n/a
Manure Service, per collection each week (Exhibit 3A1 D13 & Section 7A2g)	If applicable to Service Area	
• 64-gallon Cart	\$	n/a
<ul> <li>2-cubic yard Dumpster</li> </ul>	\$	n/a
Roll-Out/Scout Service	Negotiated with Customer	n/a
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
<ul> <li>96-gallon Cart (Purchase without free replacement)</li> </ul>	\$ (one-time)	n/a
Locking Recyclables Cart (Exhibit 3A1 D14)		
96-gallon Cart	\$(one-time)	n/a
Billing Fees (Section 7B7)		
Late fee	10% of past due amount	n/a
Interruption of service	\$25	n/a
Returned checks	\$25	n/a

Examples showing amount to be billed to Customer for extra services, assuming Monthly Rate per Refuse Unit to COUNTY is \$20 (made up of \$10 Refuse, \$4 Recycle, \$6 Green):

- If a single-family home wanted a second Refuse Cart, the extra fee would be \$10 (1st Cart paid on taxes, 2nd Cart \$10)
- If a single-family home wanted 3 Recyclables Carts, the extra fee would be \$4. (1st Cart paid on taxes, 2nd Cart at no charge, 3rd Cart \$4)
- If a restaurant wanted one 3-yard Dumpster for Refuse serviced Monday through Saturday, 6 times per week, the extra fee would be \$300
   (1st Dumpster paid on taxes at \$10 x 6 Refuse Units for 1x per week = \$60 on taxes, 6 times per week
   = \$360 \$60 taxes = \$300).
- If a store that has 2 Refuse Units (1 cu yd) 1x per week assigned and wanted 3 cubic yards of Refuse Collected 2x per week, the extra fee would be \$100
   (1 cubic yard paid on taxes at \$10 x 2 Refuse Units for two results for two results are the store of the store of

(1 cubic yard paid on taxes at \$10 x 2 Refuse Units, for 1x per week = \$20, 3 cu yds 2x = \$120 - \$20 taxes = \$100)

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-24.2

## ATTACHMENT 7-2.2 – Task 1 Service Fees Malibu

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Note: 96-gallons = 0.5 cu yd.

Services	Monthly Rate Per Customer (Billed to Customer)	-	Monthly Rate Per Customer (Billed to COUNTY)
MONTHLY RATE (I	Exhibit 3A1 D1 and Section 7 A)		
Monthly Rate for Basic Services, per Refus	e Unit	_	(per Refuse Unit)
<ul> <li>One 96-gallon Refuse</li> <li>One 96-gallon Recyclables</li> <li>One 96-gallon Green Waste</li> <li>One Extra 96-gallon Recyclables</li> <li>One Extra 96-gallon Green Waste</li> </ul>	ecyclables n/a reen Waste n/a llon Recyclables n/a		**\$ ***\$ \$0 \$0
Total of Refuse, Recyclables, and Green Was	Total of Refuse, Recyclables, and Green Waste		#\$(Basic Service Total)
SURCHARGES ADDED TO MC	Se		
Extra Carts (Exhibit 3		1	
<ul> <li>Each 96-gallon Gr</li> </ul>	Ine Information		
<ul> <li>Per 0.5 cu yds of F</li> <li>Per 0.5 cu yds of F</li> <li>Per 0.5 cu yds of G</li> <li>Service Fe</li> </ul>	/-24.2, Task 1 es from Part I,	*	n/a n/a n/a
<ul> <li>more than 1x per week</li> <li>2 times per week</li> <li>3 times per week</li> <li>4 times per week</li> <li>5 times per week</li> <li>6 times per week (</li> </ul>			n/a n/a n/a n/a n/a
Additional On-Call P (Exhibit 3A1 H3 & Section 7A2e)			
Bulky Items, excess waste, or Green Waste (per visit to Collect all items) One time charge equal to +75% of Basic Service Total <sup>4</sup>		¥	n/a
<ul> <li>3A1 D3)</li> <li>Each additional exchange</li> </ul>	One time charge equal to +50% of Basic Service Total#		n/a

Services	Monthly Rate Per Customer	Monthly Rate Per Customer
	(Billed to Customer)	(Billed to COUNTY)
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Section 7A2d)		
<ul> <li>Mandatory Minimum Service (Up to 10 feet)</li> </ul>	+5% of Basic Services Total#	n/a
<ul><li>Full Service (Up to 50 feet)</li><li>Extended Full Service</li></ul>	+25% of Basic Services Total#	n/a
<ul> <li>First 50 feet</li> </ul>	+25% of Basic Services Total#	n/a
<ul> <li>Each 200 feet</li> </ul>	+25% of Basic Services Total#	n/a
<ul> <li>Unpaved</li> </ul>	+10% of Basic Services Total#	n/a
o Steep	+10% of Basic Services Total#	n/a
Difficult to Service (Exhibit 3A1 O & Section 7A2c)	If applicable to Service Area	
<ul> <li>Cost per Customer</li> </ul>	+50% of Basic Services Total#	n/a
Manure Service, per collection each week (Exhibit 3A1 D13 & Section 7A2g)	If applicable to Service Area	
• 64-gallon Cart	\$	n/a
<ul> <li>2-cubic yard Dumpster</li> </ul>	\$	n/a
<ul> <li>Roll-Out/Scout Service</li> </ul>	Negotiated with Customer	n/a
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
<ul> <li>96-gallon Cart (Purchase without free replacement)</li> </ul>	\$ (one-time)	n/a
Locking Recyclables Cart (Exhibit 3A1 D14)		
96-gallon Cart	\$ (one-time)	n/a
Billing Fees (Section 7B7)		
Late fee	10% of past due amount	n/a
Interruption of service	\$25	n/a
Returned checks	\$25	n/a

Examples showing amount to be billed to Customer for extra services, assuming Monthly Rate per Refuse Unit to COUNTY is \$20 (made up of \$10 Refuse, \$4 Recycle, \$6 Green):

- If a single-family home wanted a second Refuse Cart, the extra fee would be \$10 (1st Cart paid on taxes, 2nd Cart \$10)
- If a single-family home wanted 3 Recyclables Carts, the extra fee would be \$4. (1st Cart paid on taxes, 2nd Cart at no charge, 3rd Cart \$4)
- If a restaurant wanted one 3-yard Dumpster for Refuse serviced Monday through Saturday, 6 times per week, the extra fee would be \$300
   (1st Dumpster paid on taxes at \$10 x 6 Refuse Units for 1x per week = \$60 on taxes, 6 times per week = \$360 \$60 taxes = \$300).
- If a store that has 2 Refuse Units (1 cu yd) 1x per week assigned and wanted 3 cubic yards of Refuse Collected 2x per week, the extra fee would be \$100
   (1 cubic yard paid on taxes at \$10 x 2 Refuse Units, for 1x per week = \$20, 3 cu yds 2x = \$120 \$20 taxes = \$100)

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 Lennox
- Attachment 7-3.2 Task 2 Service Fees Malibu

#### ATTACHMENT 7-3.1 – Task 2 Service Fees Lennox

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

bacea en ale propos	ed beivice ree and the	z yuaniliy.			
Annual Services		Service Fee	Qua	ntities	Annual Tota
Abandon	ed Waste Weekly Collect	ion (Exhibit 3A2 A a			test in the second s
Expected Number of ir per year, up to 2,400 of Alleys (0.26 miles) Parkways, Sidewalk More Than Expected Nu	ncidents, up to 4 cu yds: s, Streets (20.96 miles) umber of incidents,	\$(per incident) \$	20 tbd 21.22	017 tons 2 miles	
per year, between 2,401 ar	nd 4,800 of up to 4 cu yds:	(per incident)	20	016	
<ul> <li>Alleys, Parkways, </li> <li>More than 4 cu yds, up</li> <li>Alleys, Parkways, \$</li> </ul>				tons miles	\$ <u></u>
Abando	i ne into	ormation		7 C3b	)
Monitoring All Hot Zo	provid	led on		ns	, \\$\!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!
Waste Collection fron of piles up to 4 cu yds Additional Hot Zones	Form PW-2 Service Fees	25.1, Task		s et <u>s (est.)</u> s	()////////////////////////////////////
Additional Hot Zones of piles up to 4 cu yds Waste Collection fron of piles with more than	will be trans this attachn the execut	nent prior	to	est.) dents	
Standard or Solar Co (assume Collection twice	CONT	RACT.		ptacles	\$ <u>}</u>
Additional public rect (up to 125% more rect				ptacles	\$ <u></u>
		00010			
	neless Encampments (Ex	hibit 3A2 E and Sec			
Abandoned Encampme Waste Collection for each		\$	25 loads		(* <u></u> ///
Occupied Encampment Bags Boxes (Refuse in bags Dumpsters Sharps	s (weekly service)	<pre>\$</pre>	4 cu yds (per wed 50 bags 50 bags 10 Dum 25 conta	ek) psters	\$ \$ \$ \$ \$
_		Maximum COUNTY	Service	s Sum:	<u>                                     </u>

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-25.2

#### ATTACHMENT 7-3.2 – Task 2 Service Fees Malibu

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Director will calculate the Annual Total based on the proposed Service Fee and the quantity.

based on the proposed Service Fee and	u the quantity.		
Annual Services	Service Fee	Quantities	Annual Total
Abandoned Waste Weekly Co	llection (Exhibit 3A2 A	and Section 7 C3	Ba)
<ul> <li>Expected Number of incidents, up to 12 of up to 4 cu yds:</li> <li>Alleys (0.00 miles)</li> <li>Parkways, Sidewalks, Streets (76.96 miles)</li> </ul>	(per incident)	2017 tbd tons tbd incidents 76.96 miles	
<ul> <li>More Than Expected Number of incidents, between 13 and 24 of up to 4 cu yds:</li> <li>Alleys, Parkways, Sidewalks, Streets</li> <li>More than 4 cu yds, up to 10 incidents</li> <li>Alleys, Parkways, Si</li> </ul>	\$ (per incident) \$	2016 1.41 tons 10 incidents miles	3 3
Alleys, Parkways, S Abando		7 C3b	
Monitoring All Hot Zo The in	nformation		
Waste Collection fron	vided on	ns s	15 475 15 18(8
	V-25.2, Tasl		<u></u>
ner dav of niles un to /	es from Pa Insferred o		
of piles with more than	hment prio		
(assume Collection twice	cution of th	e acles	
На		d)	<u> </u>
Abandoned Encampments <ul> <li>Waste Collection for each 4 cu yds</li> </ul>	\$	10 loads of 4 cu yds	
Occupied Encampments (weekly service) Bags Boxes (Refuse in bags from event box) Dumpsters Sharps	\$/bag \$/bag-box \$/Dumpster \$/container	(per week) 10 bags 10 bags 5 Dumpsters 5 containers	
Proposoro oro rosponsible for in l	Maximum COUNT	Y Services Sum:	<u>/s///////////////////////////////////</u>

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 Lennox
- Attachment 7-4.2 Emergency Service Fees
   Malibu

**PW-26.1** 

#### ATTACHMENT 7-4.1 – Emergency Service Fees Lennox

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 <b>Customer</b> (billed to COUNTY)		
<ul> <li>As-Needed Emergency (Section 11B)</li> <li>Task 1 Services</li> <li>Solid Waste not in Containers</li> <li>Roll-Off Containers or Drop-Off Events</li> <li>Palm Fronds</li> </ul>	Comparable Municipal Solid Waste fees \$/ton and \$/cubic yard Comparable Municipal Solid Waste fees \$/hour per Vehicle		

Proposers are res Service Area.		ce conditions in the
Proposer's Printed	The information provided on Form PW-26.1, Emergency Service Fees from Part I, will be transferred onto this attachment prior to the execution of the CONTRACT.	Date Signed