COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 17, 2023

IN REPLY PLEASE
REFER TO FILE: BRC-1

NOTICE OF INVITATION FOR BIDS FOR BELVEDERE AND MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS (BRC0000369)

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Belvedere and Mesa Heights Garbage Disposal Districts (BRC0000369) contracts. Public Works may award up to a total of two contracts for the areas indicated in the chart below. 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 estimated total annual contract amounts of these services are shown in the table below.

Garbage Disposal District	Estimated Annual Amount
Belvedere	$9,000,000
Mesa Heights	$4,000,000

The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be requested from Messrs. David Pang at (626) 458-7167 or dpang@pw.lacounty.gov or Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Note: Public Works will award a total of two contracts, one for each Garbage Disposal District. Bidders may submit bids for any combination of the two Garbage Disposal Districts. Bidders must clearly specify for which Garbage Disposal District they are submitting a bid. Bids will be evaluated and awarded separately.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.

"Do Business with Public Works" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this IFB through the website will receive automatic notification when any update to this

IFB is made. The County does not have an obligation to notify any bidders 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 bid submission, bidders must meet all minimum requirements set forth in the IFB documents including, but not limited to:

1. The bidder and any subcontractor performing Task 1, must have a minimum of 3 years of experience in the automated collection (via plastic carts and metal dumpsters) and the management of refuse, recyclable materials, and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments. Additionally, a bidder that is a Joint Venture must either meet the three years of experience requirement while operating as a Joint Venture within the United States or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must meet the experience requirement indicated above. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.

2. The bidder and subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee or a copy of the application for a Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee issued by the County of Los Angeles Department of Public Health at the time of bid submission. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB. Additionally, if a bidder is a Joint Venture, either the Joint Venture itself or the portion of the Joint

Venture that is to perform the physical services, reporting, and record keeping required in this contract must possess the required valid Waste Collector Permit.

3. The bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.15., Bid Guaranty. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the minimum mandatory requirements of the IFB. **A separate bid guaranty must be submitted for each area that the bidder is submitting a bid for.**

4. The bidder must be able to demonstrate its financial and physical capabilities to provide all of the services contemplated in the specifications outlined in Part II of the Sample Contract, as well as equipment required in the performance of the work through either one of the two options:

   Audited Financial Statements: When audited financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years, shall be no less than one time the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

   Reviewed Financial Statements: When reviewed financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years shall be no less than three times the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

Unless Financial Statements are submitted virtually per Part 1, Section 2.A.10, then Financial Statements must be submitted by the Bid submission deadline.

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

There is no bidders' conference or walk-through requirements for this solicitation; however, it is the bidders' sole responsibility to do their due diligence to inspect the service area locations. All service area locations visits should be carried out prior to the established bid submission deadline. The bid submission deadline will not be extended to allow for additional time to complete a service area location visit.

The deadline to submit bids is Tuesday, May 30, 2023, at 5:30 p.m. Please direct your questions to Messrs. Pang or Medina. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

Item	Solicitation Schedule	**Due Date** (by 5:30 p.m.)
1.	Written Questions Due	**Thursday, May 11, 2023**
2.	Form PW-3: Jury Service Exemption	**Thursday, May 11, 2023**
3.	Bid Submission Due	**Tuesday, May 30, 2023**

NOTE: Items 1 through 2 above, if submitting, will be due via email to Messrs. Pang or Medina. Item 3 is due from all proposers in accordance with the Important Notice below.

IMPORTANT NOTICE

Submission of bids **will only be accepted electronically using BidExpress or electronic bids via Universal Serial Bus (USB) drive or compact disk (CD) to the Cashiers Office in Public Works Headquarters** located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. **Submission of hard copy bids will not be accepted.**

BIDS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Bids

In lieu of submitting electronic bids to the cashier's office, you may submit bids electronically on www.bidexpress.com, a secure online bidding service website.

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

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Bidders shall plan ahead and allow sufficient time to account for the file size limitation before the bid submission deadline to complete the uploading of bid files.

Bids received after the closing date and time specified in this Information for Bids will be rejected by Public Works as nonresponsive.

If there are problems submitting Bids via BidExpress, please contact the contract analyst for assistance.
Follow us on Twitter:

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

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

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

COBY SKYE, PE
Deputy Director

DP
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Enc.

LOS ANGELES COUNTY

PUBLIC WORKS

INVITATION FOR BIDS

FOR

BELVEDERE AND MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS (BRC0000369)

Public Works
LOS ANGELES COUNTY

Approved April 18, 2023
MARK PESTRELLA, PE
Director of Public Works

By: _____
Deputy Director

INVITATION FOR BIDS

FOR

BELVEDERE AND MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS
(BRC0000369)

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PART I

INVITATION FOR BIDS

SECTION 1

INTRODUCTION

A. Bidders' Conference

No Bidders' Conference will be held.

B. Minimum Mandatory Requirements

Interested and qualified Bidders who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this IFB are invited to submit a Bid, provided they meet the following requirements at the time of Bid submission:

1. The bidder and any subcontractor performing Task 1, must have a minimum of 3 years of experience in the automated collection (via plastic carts and metal dumpsters) and the management of refuse, recyclable materials, and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments. Additionally, a Bidder that is a Joint Venture must either meet the three years of experience requirement while operating as a Joint Venture within the United States or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must meet the experience requirement indicated above. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.

2. The bidder and subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee or a copy of the application for a Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee issued by the County of Los Angeles Department of Public Health at the time of bid submission. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB. Additionally, if a Bidder is a Joint Venture, either the Joint Venture itself or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must possess the required valid Waste Collector Permit.

3. The bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.15., Bid Guaranty. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the minimum

mandatory requirements of the IFB. **A separate bid guaranty must be submitted for each area that the bidder is submitting a bid for**.

4. The bidder must be able to demonstrate its financial and physical capabilities to provide all of the services contemplated in the specifications outlined in Part II of the Sample Contract, as well as equipment required in the performance of the work through either one of the two options:

   - **Audited Financial Statements:** When audited financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years, shall be no less than one time the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

     Reviewed Financial Statements: When reviewed financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years shall be no less than three times the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

Unless Financial Statements are submitted virtually per Part 1, Section 2.A.10, then Financial Statements must be submitted by the Bid submission deadline.

C. Contract Analyst

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

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

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

Or

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

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

D. Child Support Compliance Program

Bidders 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 IFB by written addendum prior to the Bid 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 Bidders' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this IFB 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 Bidder should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Bidders should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.

2. Bidders 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 Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-3). 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). Bids 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, Bidders 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. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidders' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders who are unable to meet this requirement shall not be considered for Contract award. Bidders shall certify compliance on Form PW-3, GAIN and GROW Employment Commitment.

H. Indemnification and Insurance

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

I. Injury and Illness Prevention Program

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

J. Interpretation of Invitation for Bids

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

K. Jury Service Program

1. The resultant Contract from this IFB will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Bidders should carefully read the

pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Bids that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Bidder has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Form PW-3, Certification of Compliance for Contractor Employee Jury Service Program Certification

Form & Application for Exception and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

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

1. Local Small Business Enterprise Preference Program

a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of 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-5, Request for

County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Bid.

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 Preference Program

a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:

i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

ii. A business certified by the DCBA as an SE.

b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-5, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Bid.

c. Further information on SE also available on the DCBA's website at: http://dcba.lacounty.gov

3. Disabled Veteran Business Enterprise Preference Program

a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

i. A business which is certified by the State of California as a DVBE; or

ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.

iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in i and ii 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-5, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Bid.

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 Bidding Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Bidder on Form PW-1, Bidder's Organization Questionnaire/Affidavit. The proposed Contract will only be awarded to the entity that submitted the Bid. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Bidder to provide this information may eliminate its bid from any further consideration. Bidder shall have a continuing obligation to notify the County and update any changes to its response on Form PW-1, Bidder's Organization Questionnaire/Affidavit during the solicitation.

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. Bidder's Charitable Contributions Compliance

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

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-3. A completed Form PW-3 is a required part of any agreement with the County.

In Form PW-3, prospective Contractors certify either that:

1. They have determined now that they do not receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County Contractors that do not complete Form PW-3 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

P. Bid Requirements and Contract Specifications

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

2. Requirements for Bids are explained in Part I of this IFB.

3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Bidders are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.

4. Dates and times of the Bidders' Conference and for the submission of Bids are set forth in the Notice of Invitation for Bids.

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

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

S. Time Off for Voting

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

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

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

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

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

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

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

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

Contractors are required to complete Form PW-3, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

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

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

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

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

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

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

Contractors are required to certify that they, and their subcontractors are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority, women, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an aspirational goal that 2 percent of all County contract dollars shall go to certified CBEs. All Bidders shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Bidder's good faith efforts to meet the CBE participation goal by reviewing the Bidder's documentation. Suggested criteria include, but are not limited to, the following:

1. Bidder attended any preBid meetings scheduled by the County to inform all Bidders of the CBE program requirements for the project.

2. Bidder identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.

3. Bidder advertised, not less than ten calendar days before the date the Bids are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the Bids are due.

4. Bidder provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of Bids.

5. Bidder followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.

6. Bidder provided interested CBEs with information about the project and requirements for selected subconsultants.

7. Bidder requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Bidder used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Economic Opportunity (DEO), and other outreach agencies.

   To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Economic Opportunity (DEO): CBESBE@opportunity.lacounty.gov with the subject "Request for CBE Listing." For additional information, contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

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

9. Where applicable, the Bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.

10. Bidder's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.

11. Bidder commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.

12. Bidder is a certified CBE.

13. The Bidder's CBE participation shall be reflected in the CBE Form.

Public Works will answer questions from Bidders regarding CBE participation.

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

SECTION 2

BID PREPARATION AND SUBMISSION

A. Bid Format and Content Requirements

Bids 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 Bid as nonresponsive at the County's sole discretion:

1. Title page

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

2. Table of Contents

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

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

   a. Corporations

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

   b. Limited Liability Companies

      Bidder must provide a copy of the most recent "Statement of Information for Limited Liability Company" as filed with the California Secretary of State or state of registration. If Bidder's most recent Statement has only the "No change in information" box checked, the Bidder must also submit the most recent endorsed

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

5. Experience

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE BID.

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

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

6. Work Plan

FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE BID.

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. Bidders may submit a bid for one or more Service Areas. Bidders may submit one bid package for multiple Service Areas. However, the Work Plan must be customized for each Service Area.

Bidder's work plan shall describe/include the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part II, Sample Contract. Bidder’s work plan may be

modified at the direction of Public Works in its sole discretion prior to the commencement of Contract at no additional cost to County or District.

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Part II, Sample Contract. 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 by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. 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.

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 IFB 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 Bidder 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 Bidder 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 bids, District may request evidence that Bidder has commitments from manufacturers to acquire carts and vehicles in accordance with Bidder's Transition Roll-Out Plan;
vi. Amortization schedule of vehicles and carts; and
vii. Use of alternative fuel vehicles, unless permitted, in Part I, Sample Contract, Section 3, Item C.

In addition to the specification information requested in Section 3.A.7.h, Bidder must complete and submit the Equipment Specification/Productivity Assumptions (Form PW-19.1 - 19.2).

Bidder must list all equipment on Form PW-19, Equipment Specification/Productivity Assumptions, **and** must also include a detailed written description of all equipment, which must include, but is not limited to, a list of all vehicles/trucks to be used in the District: make, year, type, the California license number of each vehicle/truck. Bidder shall also specifically designate those vehicles/trucks that are spares. The Bidder must provide a vendor acquisition statement for the containers and equipment, including vehicles that will be used in the District if not currently available at the time of Bid submittal.

Bidder shall provide evidence to indicate that, upon award of the proposed contract, it shall have the financial capability to equip all of the collection vehicles/trucks needed to perform the work specified in the proposed contract through the use of existing fleet or acquisition of additional collection vehicles.

Bidder must provide Equipment Inspections and Maintenance, including, but not limited to, a description of the Bidder's established inspection and maintenance procedures to ensure that all equipment and vehicles to be used in providing the required services as specified herein are safe to operate at all times in accordance with the regulations/requirements promulgated by the County Department of Health Services, California Highway Patrol, South Coast Air Quality Management District, manufacturer, all other applicable Federal, State, County, and local laws and regulations.

i. Environmental Programs

Bidder shall describe environmental programs that Bidder 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 I, Sample Contract, Section 13).

k. Public Education and Outreach

As described in Part II, Scope of Work, Exhibit 3A1, Item L.

l. Alternative Container Sizes and Difficult to Service

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

m. Special Services

Discuss in detail all of the items listed in Part II, Scope of Work, 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, Scope of Work, Exhibit 3A1, Item K.

o. Compliance with Collection Schedule

Describe how Bidder will comply with collection schedule as described in Part II, Scope of Work, Exhibit 3A1, Item B4.

7. Quality Assurance Program

Describe Bidder's Quality Assurance Program (Program) that will be utilized by the Bidder as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Bidder's organizational process for consistently delivering those requirements.

The Bidder's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your Bid shall address in detail:

a. Policies and Procedures – Quality control procedures for the Bidder, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Bidder and how the Bidder will ensure that the Subcontractor complies with the Program.

b. Inspection Fundamentals – The Bidder shall provide samples of forms that outline required operations and quality levels. The Bid must indicate the Bidder's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Bid shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.

c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained.

The Program shall detail how the Bidder will maintain inspection records and make them available to the County.

8. Equipment

The Bidder shall submit an inventory of all operable equipment dedicated and/or designated as primary backup to be used to accomplish the work on Form PW-19.1-19.2, Statement of Equipment Form, and shall provide a detailed and comprehensive narrative, that describes how the Bidder's configuration and equipment are in compliance with Part II, Scope of Work. The equipment may be subject to field inspection by Public Works.

9. Subcontractors

If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

10. Financial Resources

A Bidder may complete Form PW-16 Virtual Delivery of Audited/Reviewed Financials to County and Form PW-17 Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Bid, if applicable, in lieu of the required submission outlined in this section. Public Works will accept audited financial statements from the parent of a Bidder as long as the guaranty is in the form provided by the Director of Public Works and submitted with the parent's financial statements. Use Attachment 5, Parent Guaranty, if submitting a Parent's Financial Statement.

Submit copies of the bidding entity's reviewed or 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 3.H, Notice to Bidders Regarding the Public Records Act.

If audited statements are available, these shall be submitted. If audited statements are not available, the Bidder 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 Bidder 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 Bidder's Total Proposed Annual Amount for Contract Services as submitted on Form PW-2.1-2.2, Schedule of Prices, on behalf of the Bidder. To establish present willingness, the signed written statement from the authorized agent must be dated on or after the date on the Notice of Invitation for Bids.

- A written statement that the Bidder is presently able to secure a letter of credit of 30 percent of the Bidder's Total Proposed Annual Amount for Contract Services as submitted on Form PW-2.1-2.2, Schedule of Prices. To establish present ability, the statement must be dated on or after the date on the Notice of Invitation for Bid.

  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 bid evaluation and will be reviewed solely to establish that the Bidder possesses sufficient financial qualifications to be considered for award of a contract.

Bidder shall provide either of the representation and warranty of its Chief Financial Officer or other person knowledgeable about the finances of Bidder, any guarantor of Bidder's obligations under the Contract, or Bidder's affiliate, in the form attached as PW-15.

11. Waste Collector Permit

Submit copy of the Bidder's and any subcontractor's required valid Waste Collector Permit naming the Bidder/subcontract as the permittee or a copy of the application for a Waste Collector Permit naming the Bidder and any subcontractor as the permittee issued by the County Department of Public Health.

12. Insurance

Submit completed Form PW-13, Bidder's Insurance Compliance Affirmation, acknowledging that the Bidder will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Invitation for Bids if awarded the Contract. In Form PW-13, Bidder affirms that the Bidder will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Invitation for Bids 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 IFB package:

Declaration for Belvedere and Mesa Heights Garbage Disposal Districts (BRC0000369)

PW-1 Bidder’s Organization Questionnaire/Affidavit

PW-2.1 Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees – Belvedere Garbage Disposal District

PW-2.2 Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees – Mesa Heights Garbage Disposal District

PW-3 Certification of Compliance

PW-4 Contractor's Industrial Safety Record

PW-5 Request for Preference Consideration

PW-6 Bidder's Reference List

PW-7 Bidder's Equal Employment Opportunity Certification

PW-8 List of Subcontractors

PW-9	Bidder's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information
PW-11	Solicitation Requirements Review Request (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this IFB to the listed Contract Analyst.)
PW-12	Bidder's Pending Litigations and Judgments
PW-13	Bidder's Insurance Compliance Affirmation
PW-14	Bidder's Compliance with the Minimum Requirements of the IFB
PW-15	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person for Submission of Audited/Reviewed Financials with Bid
PW-16	Virtual Delivery of Audited/Reviewed Financials to County
PW-17	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Bid
PW-18.1	Bidder's Compliance with Updated Collection Schedules Affirmation – Belvedere Garbage Disposal District
PW-18.2	Bidder's Compliance with Updated Collection Schedules Affirmation – Mesa Heights Garbage Disposal District
PW-19.1	Equipment Specification/Productivity Assumptions for the Belvedere Garbage Disposal District
PW-19.2	Equipment Specification/Productivity Assumptions for the Mesa Heights Garbage Disposal District

(Bidder should note that any change, edit, deletion, etc., of these forms by the Bidder may subject the Bidder's Bid 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 IFB that are applicable to Contractors in general. If Subcontractors are to be employed, Bidder must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

PW-3 Certification of Compliance

PW-4 Contractor's Industrial Safety Record

PW-5 Request for Preference Consideration

PW-7 Bidder's Equal Employment Opportunity Certification

PW-9 Bidder's Debarment History and List of Terminated Contracts

PW-10 Community Business Enterprise (CBE) Information

15. Bid Guaranty

a. A Bid guaranty is required of each Bidder and shall be made payable to the **Garbage Disposal District** in an amount of 10 percent of the Bidder's "Total Proposed Annual Price" from Form PW-2.1-2.2, Schedule of Prices. The Bid guaranty can either be in the form of cash, certified check, cashier's check, or an original Bid bond, executed by the Bidder and issued by a California-admitted Surety (including power of attorney). **The District will accept Bid bonds with the statement "in an amount of 10 percent of the Bidder's Total Proposed Annual Amount."** No other form of Bid guaranty will be accepted. The Bid guaranty may be prepared on the Surety's standard form. Bidders shall pay all Bid guaranty premiums, costs, and incidentals.

b. The successful Bidder's Bid guaranty will be retained until the successful Bidder has executed the Agreement and provided all required proof of insurance and contract performance security, either 14 calendar days after Board approval or 14 days prior to Contract start date, whichever occurs last. If the successful Bidder fails to execute and deliver the Agreement and to furnish the required proof of insurance and contract performance security within the timeframe stated above, breaches any warranty in Form PW-17, or makes any misrepresentation or commits any fraud in connection with the procurement of the Agreement within the time frame stated above, the County may annul the award approval, and the bid guaranty of the Bidder shall be forfeited. All other Bidders' Bid guaranties will be returned upon the successful Bidder's execution of the Agreement, providing all required proof of insurance and contract performance security.

c. If a bid bond is submitted, it must be payable to Garbage Disposal District and executed by a corporate surety licensed to transact business ("admitted") as a surety in the State of California. The corporate surety must be approved by the County and/or District. The District may verify the accuracy and authenticity of the Bid guaranty submitted.

Bids failing to provide the requested Bid guaranty at the time of Bid submission will be immediately rejected 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 Bid and be labeled "Additional Information." If there is no additional information the Bidder wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Bid Submission

Bids must be submitted in one of two ways: (a) electronically through www.bidexpress.com; **or** (b) electronic bids delivered to the Los Angeles County Department of Public Works Cashier's Office (Cashier's Office). Both methods are described in further detail below.

Please note: Hard copies of bids will not be accepted. Bids submitted via facsimile or e-mail will not be accepted.

Bids received after the closing date and time specified in the Invitation For Bids will be rejected by Public Works as nonresponsive.

1. BidExpress

a. You may submit bids electronically on www.bidexpress.com, a secure online bidding service website. To submit your bids electronically, register with BidExpress, prior to the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

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

2. Electronic Bids Delivered to the Cashier's office

a. Alternatively, if the bids are not submitted electronically through www.bidexpress.com, electronic bids must be submitted with **two** (2) complete electronic sets of the Bid that includes all related information in the following formats:

- Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
    - One original electronic copy.
    - One redacted electronic copy - Bidder must redact any trade secret, confidential, proprietary, or other personal information from the Bid such as Social Security numbers.

b. Submit electronic Bids to the Cashier's Office, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Bidder and this IFB. Bids are only accepted when received and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

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

d. Bids 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 Bid submission deadline. Delays and missed deadlines for submission of Bids not delivered in strict compliance with this IFB shall be the sole responsibility of the Bidder, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF INVITATION FOR BIDS

A. Acceptance or Rejection of Bids

The right is reserved to reject any or all Bids 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 invitation for Bids at any time at its sole discretion. In the event of any such rejection of Bids or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Bid.

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

No Bid will be considered unless the Bidder submits a Bid for all requested items. If the solicitation document requests multiple quotations, no Bid will be considered unless the Bidder submits a price on all items within each category; however, the solicitation document may not require the Bidder 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 Bidder will render their Bid 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 Bidder Responsibility

1. A responsible Bidder is a Bidder 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. Bidders are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder'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 Bidder against public entities. Labor law violations which are the fault of Subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

3. The County may declare a Bidder to be nonresponsible for purposes of the proposed Contract if the Board, in its discretion, finds that the Bidder 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 Bidder'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 Bidder may not be responsible, Public Works will notify the Bidder in writing of the evidence relating to the Bidder's responsibility and its intention to recommend to the Board that the Bidder be found not responsible. Public Works will provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.

5. If the Bidder 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 Bidder will reside with the Board.

6. These terms shall also apply to any proposed Subcontractors of Bidder on County Contracts.

E. <u>Disqualification of Bidders</u>

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

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the proposed Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder 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 Bidder 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 Bidder's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.

3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a Bid, Bidder shall be held to have carefully read this IFB, all attachments, and exhibits; satisfied themselves before the delivery of their Bid 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 IFB including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Bidder has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Bid solely upon the Bidder's own knowledge. The Bidder has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their Bid in accordance therewith. If Bidder's Bid is accepted, the Bidder will enter into a written Contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2.1-2.2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2.1-2.2, Schedule of Prices, and this IFB are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Bidders Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's Bid will become a matter of public record when (1) Contract negotiations are

complete; (2) Department receives a letter from the recommended Bidder's authorized officer that the negotiated Contract is the firm offer of the recommended Bidder; and (3) Department releases a copy of the recommended Bidder's Bid 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 Bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all Bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder 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 Bid as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective Bid 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 Bid submission will be accepted. The Bidders will not be granted opportunity to make any change or label any portion of their respective Bid as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the Bids.

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 Bid marked "Trade Secret," "Confidential," or "Proprietary," Bidder 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. <u>Notice to Bidders Regarding the County Lobbyist Ordinance</u>

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of the ordinance is not contained in this IFB. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Bidder's signature on the Bid submission is its

certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Bids

Bids will not be publicly opened.

K. Bidder Debarment

1. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Bidder's existing Contracts with County, if the Board finds, in its discretion, that the Bidder 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 Bidder's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest-rated Bidder may be subject to debarment, Public Works will notify the Bidder in writing of the evidence, which is the basis for the proposed debarment, and will advise the Bidder 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 Bidder and/or the Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder 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 Bidder has been debarred for a period longer than 5 years, that Bidder may, after the debarment has been in effect for at least 5 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder 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 Bidder has been debarred for a period longer than 5 years; (2) the debarment has been in effect for at least 5 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8. These terms shall also apply to proposed Subcontractors of Bidder on County Contracts.

9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. <u>Bid Prices and Agreement of Figures</u>

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 Bidder'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 Bidder's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Bidder's intentions.

M. Bidder's Safety Record

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

N. Qualifications of Bidder

No award will be made to any Bidder who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Bidders 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 Bidder will be conducted. The unreasonable failure of a Bidder to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Bidder. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Bid on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

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

P. Term of Bids

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

Q. Truth and Accuracy of Representations

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

R. Wages, Materials, and Other Costs

It is the responsibility of the Bidder to calculate the Bid 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.

S. Contractor Independence

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

T. Conflict of Interest

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

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

1. Employees of the county or of the public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

U. Acceptance of Terms and Conditions

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

V. Contractors with Unresolved Disallowed Costs

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

W. COVID-19 Vaccinations of County Contractor Personnel

Bidders are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Bidders are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) and the sample contract requirements prior to submitting a bid to this solicitation.

X. Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact contract administrator.

SECTION 4

EVALUATION OF BIDS, 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 two Contracts to the lowest, responsive, and responsible Bidder or Bidders based on the evaluation criteria in Part I, Section 4.E, Lowest Bid Determination, whose Bid(s) provide(s) the most beneficial program and price with all other factors considered. The County retains the right to select a Bid other than the Bid receiving the highest number of points, if County determines, in its sole discretion, another Bid is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The recommended awardee shall sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee shall submit copies of its proof of insurance coverage and original performance bond within 14 days after Board approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed Contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a Bid, the terms of any resultant Contract/agreement, and to determine which Bid 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 Bidder other than the highest-rated Bidder.

C. Evaluation of Bids

1. All responses to this IFB become the property of the County. Upon receipt of the Bid as specified and evaluation of Bids in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Bids. The proposed Contract may be submitted to the Board for consideration and possible approval.

2. The District and/or County may require whatever evidence it deems necessary to determine the Bidder's overall and specific abilities to meet the requirements of proposed Contract over the entire Contract term. This determination will be based on, but not limited to, an evaluation of the Bidder's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The District and/or County reserves the sole right to judge the Bidder's written and oral representations and to review, evaluate, and select the successful Bid(s).

4. The District and/or County may make on-site inspections of Bidder's current jobs and/or facilities.

5. The District and/or County, in its sole discretion, may elect to waive any error or informalities in the form of a Bid or any other disparity, if, as a whole, the Bid substantially complies with the IFB's requirements.

6. The District and/or County may utilize the services of appropriate experts to assist in the evaluation process.

7. The District and/or County will evaluate and award each area separately.

D. Pass/Fail Review

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

1. Bid was time stamped by the Cashier or BidExpress prior to the deadline for submission of the Bid. Any Bid without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.

2. Bidder and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed Form PW-14.

3. Bidder submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A

4. Bidder and Subcontractors, if any, have completed all appropriate forms.

5. The County will not allow any Bidder's exceptions, additions, conditions, limitations, modifications or provisions to the IFB and Contract.

6. Submit copy of the Bidder's and subcontractor(s), if any, required valid Waste Collector Permit naming the Bidder and subcontractor(s), if any, as the permittee or a copy of the application for a Waste Collector Permit naming the Bidder and subcontractor(s), if any, as the permittee issued by the County Department of Public Health.

   Bidders 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 Bidder and subcontractor(s), if any, as the permittee at the time of bid submission will result in the immediate rejection of the bid as nonresponsive.

7. Submit the required Bid Guaranty as specified in Part 1, Section 2.A.15.

   Bidders failing to provide the requested bid guaranty at the time of bid submission, will result in the immediate rejection of the bid as nonresponsive.

8. The bidder must be able to demonstrate its financial and physical capabilities to provide all of the services contemplated in the specifications outlined in Part II of the Sample Contract, as well as equipment required in the performance of the work through either one of the two options:

   - **Audited Financial Statements:** When audited financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years, shall be no less than one time the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

   - **Reviewed Financial Statements:** When reviewed financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years shall be no less than three times the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

     Unless Financial Statements are submitted virtually per Part 1, Section 2.A.10, then Financial Statements must be submitted by the Bid submission deadline.

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

E. Lowest Bid Determination

All Bids will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

1. Proposed Price (100 points)

   The proposed price should accurately reflect the Bidder's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in

accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

LSBE, DVBE, or SE Preference Programs: 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-5, Request for County's Preference Programs Consideration and CBE Firm/Organization 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. The LSBE, DVBE, or SE Preference will not reduce or change the Bidder's payment, which is based on the Bidder's bid amount.

Subject to such adjustment(s), the District will award the proposed contract to the lowest, responsive, and responsible Bidder from among those submitting Bids not rejected. The lowest, responsive, and responsible Bidder will be based on a determination by Public Works that the Bidder meets the minimum requirements, has completed and submitted all the required/requested information and documents, and has the lowest-cost Bid. The lowest-cost Bid will be determined based on the total proposed annual amount listed on Form PW-2.1 Schedule of Prices (Belvedere) or Form PW-2.2 Schedule of Prices (Mesa Heights).

F. Negotiation

The County and/or District reserves the right to negotiate the terms, conditions, and price of the Bid(s), in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County and/or District, in its sole discretion, may limit the negotiation, if any, to one or more lowest, responsive and responsible Bidders. If a satisfactory Contract cannot be negotiated, the District may, at its sole discretion, begin Contract negotiations with the next lowest Bidder who submitted a Bid, as determined by the County and/or District.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Bidder 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 Bidder may obtain copies of Bids and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the Bidder challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.

2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Department Level Reviews

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

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

C. Solicitation Requirements Review

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

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

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Bid.

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

4. The request asserts either that:

   a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the bidder; or,

   b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Bidders.

5. Requests for a SRR not satisfying all of these criteria may, in the department's sole discretion, be denied.

6. The Solicitation Requirements Review will be completed and Public Works' determination must be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid 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 may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/Bid is disqualified due to non-responsiveness, Public Works shall notify the Bidder in writing.

2. Upon receipt of the written determination of non-responsiveness, the Bidder may submit a Disqualification Review (DQ Review) within the timeframe specified in the disqualification document.

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

   a. The request for a DQ Review is submitted within the timeframe specified in the disqualification review.

   b. The request for a DQ Review asserts that the determination of disqualification due to bid 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 DQ Review must be completed and the determination must be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where Bids are evaluated and scored in accordance to Section 4, Evaluation of Bids, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Bidders in writing that Public Works is entering negotiations with another Bidder. Upon receipt of the letter, any nonselected Bidder may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.

2. The purpose of the Debriefing is to compare the requesting Bidder's response to the solicitation document with the evaluation document. The requesting Bidder shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Bidders shall not be discussed, although Public Works may inform the requesting Bidder of its relative ranking.

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

G. Proposed Contractor Selection Review Process

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

A request for a (PCSR) may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

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

2. The person or entity requesting a (PCSR) asserts in appropriate detail with factual reasons one or more of the following grounds for review:

   a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:

i. Failure to correctly apply the standards for reviewing the Bid format requirements.

ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Bids as specified in the solicitation document.

iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

b. Public Works made identifiable mathematical or other errors in evaluating bids/Bids, resulting in the Bidder receiving an incorrect score, and not being selected as the recommended Contractor.

c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

d. Another basis for review as provided by State or Federal law.

3. The request for a (PCSR) sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Bidder would have been the lowest-cost, responsive, and responsible bid or the highest-scored Bid, as the case may be.

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

H. <u>County Independent Review</u>

1. Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review (CIR) 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 (PCSR).

2. A request for a (CIR) may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

a. The request for a review by a (CIR) is submitted timely (i.e., by the date and time specified by Public Works).

b. The person or entity requesting review by a (CIR) has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.

3. Bidder that request a (CIR) may not add new assertions or documentation to the assertions presented in their (PCSR). Bidders may remove assertions presented in their (PCSR) if they feel that the department response has resolved their assertion.

4. Upon completion of the (CIR), Internal Services Department will forward its report to Public Works, which will provide a copy to the Bidder.

TABLE OF FORMS

Declaration for Belvedere and Mesa Heights Garbage Disposal Districts (BRC0000369)

PW-1	Bidder's Organization Questionnaire/Affidavit
PW-2.1	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees – Belvedere Garbage Disposal District
PW-2.2	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees – Mesa Heights Garbage Disposal District
PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-6	Bidder's Reference List
PW-7	Bidder's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Bidder's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information
PW-11	Solicitation Requirements Review Request (Submit Only If Requesting A Review.)
PW-12	Bidder's Pending Litigations and Judgments
PW-13	Bidder's Insurance Compliance Affirmation
PW-14	Bidder's Compliance with the Minimum Requirements of the IFB
PW-15	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person Submission of Audited/Reviewed Financials with Bid
PW-16	Virtual Delivery of Audited/Reviewed Financials to County
PW-17	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Bid
PW-18.1	Bidder's Compliance with Updated Collection Schedules Affirmation – Belvedere Garbage Disposal District
PW-18.2	Bidder's Compliance with Updated Collection Schedules Affirmation – Mesa Heights Garbage Disposal District
PW-19.1	Equipment Specification/Productivity Assumptions for the Belvedere Garbage Disposal District
PW-19.2	Equipment Specification/Productivity Assumptions for the Mesa Heights Garbage Disposal District

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance
4. Sample Bond for Faithful Performance
5. Parent Guaranty
6. Internal Revenue Service Notice 1015
7. Safely Surrendered Baby Law Posters
8. Defaulted Property Tax Reduction Program
9. Los Angeles Regional Contractor Development and Bonding Program
10. Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
11. BidExpress.com Set-up Guide

DECLARATION
FOR
BELVEDERE AND MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS (BRC0000369)

<u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-19 ARE TRUE AND CORRECT.

PRINT NAME:	TITLE:
PROPOSER'S NAME:	
SIGNATURE:	DATE:

FORM PW-1

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

BIDDER NAME:	**COUNTY WEBVEN NUMBER:**
ADDRESS:	
TELEPHONE NUMBER:	**E-MAIL:**
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	**CALIFORNIA BUSINESS LICENSE NUMBER:**

1	**Select the option that best defines your firm's business structure:** ❑ Corporation ❑ Limited Liability Company (LLC) ❑ Limited Partnership ❑ Sole Proprietorship ❑ Non-Profit ❑ Franchise ❑ Other (Specify)	**If Corporation or Limited Liability Company (LLC):** Legal Name (as stated in Articles of Incorporation): _____ State of Incorporation: _____ Year of Incorporation: _____ **If Limited Partnership or a Sole Proprietorship:** Name of proprietor or managing partner: _____ **If other:** Specify business structure name: _____
2	**Is your firm doing business under one or more DBA's?** ☐ Yes ☐ No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	**Is your firm wholly/majority owned by, or a subsidiary of another firm?** ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	**Has your firm done business under other names within last five (5) years ?** ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): _____ _____ _____ Year(s) of Name Change: _____ _____

5	**List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".**	_____ _____ _____ _____
6	**Is your firm involved in any pending acquisition or mergers?** ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger. _____ _____ _____ _____ _____ _____
7	**List all names and contact information of all individuals legally authorized to commit the Bidder.**	Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Task 1 Service Fees
Belvedere Garbage Disposal District

Proposer must provide a Service Fee for each item below.

Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate[x], calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A)

Services	Monthly Rate Per **Refuse Unit** (Billed to COUNTY)
Monthly Rate for 3-Container Basic Services[¥]	
A. One 96-gallon Refuse (no food waste)	A *$_____
B. One 96-gallon Recyclables	B **$_____
C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste	C ***$_____
Monthly Rate for Basic Services (without SB 1383 Compliance)	
D. One 96-gallon Refuse (with food waste) [£]	D *$_____ [£]
E. One 96-gallon Green Waste (without Food Waste) [£]	E ***$_____ [£]
Monthly Rate for 2-Container Basic Services (Exhibit 3A1 C3)[¥]	
F. One 96-gallon Refuse (with Food Waste and Green Waste)	F *$_____ (replaces A+C)
Portion of the Monthly Rate for Special Services (Exhibit 3A1 H)	
1. Christmas Tree Collection	1 $_____
2. Annual Cleanup Event	2 $_____
3. Annual Container Cleaning	3 $_____
4. Mulch/Compost & Shredding Events	4 $_____
5. Bulky Item Service	5 $_____
6. Priority Pickups at Director's Request	6 $_____
7. Special Cleanup Events Services	7 $_____
8. Sharps Collections	8 $_____
9. GPS & Video Equipment & Recording	9 $_____
10. Minimum Rollout (Exhibits 3A1 I & 3A3 F)	10 $_____
Total of A - C and 1 - 10 (do not include D, E, or F)	1.1a [#]$_____ (Basic Service Total)

Monthly Rate for Alternative to Director's Preferred Method	**(optional)**
• One 96-gallon Refuse Cart	$_____
• One 96-gallon Refuse + Food Waste Cart	$_____
• One 96-gallon Recyclables Cart	$_____
• One 96-gallon Green Waste Cart	$_____
• One 96-gallon Green Waste (landscaping only) Cart	$_____
• One 64-gallon Food Waste Cart	$_____

¥COUNTY may turn on or off any of services 1 - 10 and/or switch to service D - E.

£COUNTY may choose to allow food waste in the Refuse Cart for Disposal in a landfill and/or prevent food waste from being allowed in the Green Waste Cart (common methods before SB 1383). CONTRACTOR must therefore include an alternate monthly rate for these services.

CUSTOMER SURCHARGES/FEEs ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7)

Services	Monthly Rate (Billed to **Customer**)
Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b)	
• 2nd or more 96-gallon Refuse Cart	96-gal Refuse fee*
• 2nd 96-gallon Recyclables Cart	75% of 96-gal Recycle fee**
• 2nd 96-gallon Green Waste Cart	75% of 96-gal Green Waste fee***
• 2nd or more 64-gallon Food Waste Cart	96-gal Green Waste fee***
• 3rd or more 96-gallon Recyclables Cart	96-gal Recycle fee**
• 3rd or more 96-gallon Green Waste Cart	96-gal Green Waste fee***
Extra or Larger Dumpsters (Exhibit 3A1 D2)	
• Per 0.5 cu yds Refuse Dumpster	96-gal Refuse fee*
• Per 0.5 cu yds Recyclables Dumpster	96-gal Recycle fee**
• Per 0.5 cu yds Green Waste Dumpster	96-gal Green Waste fee***
• Per 0.5 cu yds Food Waste Dumpster	150% of 96-gal Green Waste fee***
Increased Frequency of Refuse Dumpster Collection, more than 1x per week (Exhibit 3A1 B3)	Monthly Rate for Basic Refuse Services plus any extra or larger containers multiplied by:
• 2 times per week	1.0
• 3 times per week	2.0
• 4 times per week	3.0
• 5 times per week	4.0
• 6 times per week (Saturdays)	5.0
• Each extra time per week with no capacity increase (i.e. 3 cubic yards twice per week instead of 6 cubic yards once per week)	0.7
• 2 times per week with 2/3 capacity decrease (i.e. 2 cubic yards twice per week instead of 6 cubic yards once per week)	No charge
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e)	
• Bulky Items, excess waste, or Green Waste (per visit to Collect all items)	Per request charge equal to 75% of Basic Service Total#
Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) and **Temporary Bear-Cart Delivery for Excess Waste** (Exhibit 3A3 B2)	
• Each additional exchange/delivery	Per request charge equal to 50% of Basic Service Total#
Bear-Carts Outside of Bear Zones (Exhibit 3A1 D12 & Section 7A2h)	
• Each set of Containers	10% of (Basic Service Total# + any fees charged for extra containers if those are replaced too)
Container Removal and Return, within previous 12 months (Exhibit 3A1 D3e)	
• First removal and return (per set)	100% of Basic Service Total#

• Each additional removal and return (per set) • Cleanup of Set-Out Site	125% of previous fee 100% of Basic Service Total#
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d)	

• Mandatory Minimum Service (Up to 10 feet)
• Full Service (Up to 50 feet)
• Extended Full Service
  ○ First 50 feet
  ○ Each 200 feet
  ○ Unpaved
  ○ Steep
	5% of Basic Service Total#
	50% of Basic Service Total#
	
	50% of Basic Services Total#
	50% of Basic Services Total#
	10% of Basic Services Total#
	10% of Basic Services Total#

Locking Cart (Exhibit 3A1 D14)	
• 96-gallon Cart	$_____ (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3))	
• Monthly Cleaning Service, 1 Cart • Monthly Cleaning Service, each additional Cart • Monthly Cleaning Service, 1 Dumpster • Monthly Cleaning Service, each additional Dumpster	$_____ $_____ $_____ $_____
Billing Fees (Section 7B)	
• Late payment • Interruption of service • Returned checks	10% of past due amount 100% of Basic Services Total# 100% of Basic Services Total#

Examples showing amount to be billed to Customer for extra services, assuming Monthly Rate per Refuse Unit to COUNTY is $20 (assuming $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 $3, 3rd Cart at $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)

Using the examples given below calculate your Monthly Unit Rate[x], Monthly Payment Rate, and Total Proposed Annual Amount. The Unit Count given is the current unit count for the Service Area but may be revised as outlined in Section 7, Service Fees and Billing.

	Unit Count		Monthly Unit Rate[x]		Monthly Payment Rate	Months	Proposed Annual Amount
Example	*3,059*	*x*	*$ 20.00*	=	*$ 61,180*	*x 12*	*= $ 734,160*
Actual	**36,691**	**x**	1.1a $_____	**=**	$_____	**x 12**	1.1 = $_____
Example	*Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents.*						

	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1
Actual	_____ **WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM** 1.1

[x] Also referred to as Basic Service Total

FACILITIES (Exhibit 3A1 F1, Exhibit 7 E, Exhibit 17 17)			
Check box if additional facilities are listed on a separate page ☐	**Initial Facility**	**Initial Facility Rate per ton** (at start of CONTRACT)	**Final Facility**
Disposal Rate for Refuse (Exhibit 17 B17)			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____
• Backup Facility 2:	_____	$_____	_____
• Backup Facility 3:	_____	$_____	_____
Disposal Rate for Organic Waste (landscaping + food waste)			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____
Disposal Rate for Food Waste			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____
Disposal Rate for Green Waste (landscaping only)			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____

NOTE: Any change of facility or rates requires notification and approval from Director.

Task 2 Service Fees
Belvedere Garbage Disposal District

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

2A. Abandoned Waste Weekly & As-Needed Collection (Exhibit 3A2 A and Section 7 C3a)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Abandoned Waste Rate Per Ton • Alleys (22.5 miles) • Parkways, Sidewalks, Streets (174 miles)	$____/ton	x	[ ] tons	=	$_____
Abandoned Waste Dry Runs • After 4th, each month	$____/incident		[ ] incidents		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2A					2.1a $_____

2B. Abandoned Waste Daily Collection (Exhibit 3A2 A5 and Section 7 C3b)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Monitoring All Hot Zone Locations 10 locations	$____/foot (per day)	x	13,295 feet x 5 days x 4.33 weeks	=	$_____
Additional Hot Zones Monitoring (up to 25% more length)	$____/foot (per day)		3,325 feet x 5 days x 4.33 weeks		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2B					2.1b $_____

2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3c)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Standard or Solar Compactors (assume Collection twice per day, 6 days per week)	$_____/receptacle (per Collection)	x	98 receptacles x 2 times x 6 days x 4.33 weeks	=	$_____
Planned additional public receptacles (near future)	$_____/receptacle (per Collection)		41 receptacles x 2 times x 6 days x 4.33 weeks		$_____
Additional public receptacles (up to 25% more receptacles)	$_____/receptacle (per Collection)		35 receptacles x 2 x 6 x 4.33		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C					2.1c $_____

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

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

* This amount is for the COUNTY's authorization and budget purposes. CONTRACTOR must be prepared to provide additional services in any of the above categories in this amount.

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

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Litter Rate Per Mile Alleys (22.5 miles)	$____/mile		22.5 miles x 4.33		$_____
Litter (As-Needed) Hours Spent	$____/hour	x	[ ] hours x 4.33	=	$_____
Additional Litter (As-Needed) (up to 200% more hours)	$____/hour		[ ] hours x 4.33		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2E					2.1e $_____

TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2

Monthly Amount for Task 2A		Monthly Amount for Task 2B		Monthly Amount for Task 2C		Monthly Amount for Task 2D		Monthly Amount for Task 2E		Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E
2.1a $_____	+	2.1b $_____	+	2.1c $_____	+	2.1d $_____	+	2.1e $_____	=	2.1abcde $_____

Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E		Period		Proposed Annual Amount for Task 2
2.1abcde $_____	x	12 months	=	2.1 $_____

_____

WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1

Task 2 Emergency Service Fees
Belvedere Garbage Disposal District

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

Services	Rate (billed to COUNTY)
Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1)	
Automated Collection Services and/or Bulky Items	Comparable Municipal Solid Waste fees
Solid Waste not in Containers (Exhibit 3A2 F2)	
• Disposal • Labor • Special Equipment	$_____/ton and $_____/cubic yard $_____/hr Reasonable negotiated fee
Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3)	
Roll-Off Containers or Drop-Off Events	Comparable Municipal Solid Waste fees
Palm Frond Collection (Exhibit 3A2 F4)	
Palm Frond Collection	$_____/hour per Vehicle
Waste in Right-of-Way (Exhibit 3A2 F5)	
Waste in Right-of-Way • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

Schedule of Prices
Belvedere Garbage Disposal District

Values for Task 1 and Task 2 in the table below are to be transferred from Task 1 Service Fees and Task 2 Service Fees. Please note that the Total Proposed Annual Amount For Tasks 1 + 2 in the table below is the amount that is evaluated.

Total Proposed Annual Amount for Task 1		Total Proposed Annual Amount for Task 2		TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2
1.1 $_____	+	2.1 $_____	=	$_____
TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL) _____				

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

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Task 1 Service Fees
Mesa Heights Garbage Disposal District

Proposer must provide a Service Fee for each item below.

Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate[x], calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A)

Services	Monthly Rate Per **Refuse Unit** (Billed to COUNTY)
Monthly Rate for 3-Container Basic Services[¥]	
A. One 96-gallon Refuse (no food waste)	A *$_____
B. One 96-gallon Recyclables	B **$_____
C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste	C ***$_____
Monthly Rate for Basic Services (without SB 1383 Compliance)	
D. One 96-gallon Refuse (with food waste) [£]	D *$_____ [£]
E. One 96-gallon Green Waste (without Food Waste) [£]	E ***$_____ [£]
Monthly Rate for 2-Container Basic Services (Exhibit 3A1 C3)[¥]	
F. One 96-gallon Refuse (with Food Waste and Green Waste)	F *$_____ (replaces A+C)
Portion of the Monthly Rate for Special Services (Exhibit 3A1 H)	
1. Christmas Tree Collection	1 $_____
2. Annual Cleanup Event	2 $_____
3. Annual Container Cleaning	3 $_____
4. Mulch/Compost & Shredding Events	4 $_____
5. Bulky Item Service	5 $_____
6. Priority Pickups at Director's Request	6 $_____
7. Special Cleanup Events Services	7 $_____
8. Sharps Collections	8 $_____
9. GPS & Video Equipment & Recording	9 $_____
10. Minimum Rollout (Exhibits 3A1 I & 3A3 F)	10 $_____
Total of A - C and 1 - 10 (do not include D, E, or F)	1.1a #$_____ (Basic Service Total)

Monthly Rate for Alternative to Director's Preferred Method	(optional)
• One 96-gallon Refuse Cart	$_____
• One 96-gallon Refuse + Food Waste Cart	$_____
• One 96-gallon Recyclables Cart	$_____
• One 96-gallon Green Waste Cart	$_____
• One 96-gallon Green Waste (landscaping only) Cart	$_____
• One 64-gallon Food Waste Cart	$_____

¥COUNTY may turn on or off any of services 1 - 10 and/or switch to service D - E.

£COUNTY may choose to allow food waste in the Refuse Cart for Disposal in a landfill and/or prevent food waste from being allowed in the Green Waste Cart (common methods before SB 1383). CONTRACTOR must therefore include an alternate monthly rate for these services.

CUSTOMER SURCHARGES/FEEs ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7)	
Services	Monthly Rate (Billed to **Customer**)
Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b)	
• 2nd or more 96-gallon Refuse Cart	96-gal Refuse fee*
• 2nd 96-gallon Recyclables Cart	75% of 96-gal Recycle fee**
• 2nd 96-gallon Green Waste Cart	75% of 96-gal Green Waste fee***
• 2nd or more 64-gallon Food Waste Cart	96-gal Green Waste fee***
• 3rd or more 96-gallon Recyclables Cart	96-gal Recycle fee**
• 3rd or more 96-gallon Green Waste Cart	96-gal Green Waste fee***
Extra or Larger Dumpsters (Exhibit 3A1 D2)	
• Per 0.5 cu yds Refuse Dumpster	96-gal Refuse fee*
• Per 0.5 cu yds Recyclables Dumpster	96-gal Recycle fee**
• Per 0.5 cu yds Green Waste Dumpster	96-gal Green Waste fee***
• Per 0.5 cu yds Food Waste Dumpster	150% of 96-gal Green Waste fee***
Increased Frequency of Refuse Dumpster Collection, more than 1x per week (Exhibit 3A1 B3)	Monthly Rate for Basic Refuse Services plus any extra or larger containers multiplied by:
• 2 times per week	1.0
• 3 times per week	2.0
• 4 times per week	3.0
• 5 times per week	4.0
• 6 times per week (Saturdays)	5.0
• Each extra time per week with no capacity increase (i.e. 3 cubic yards twice per week instead of 6 cubic yards once per week)	0.7
• 2 times per week with 2/3 capacity decrease (i.e. 2 cubic yards twice per week instead of 6 cubic yards once per week)	No charge
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e)	
• Bulky Items, excess waste, or Green Waste (per visit to Collect all items)	Per request charge equal to 75% of Basic Service Total#
Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) and **Temporary Bear-Cart Delivery for Excess Waste** (Exhibit 3A3 B2)	
• Each additional exchange/delivery	Per request charge equal to 50% of Basic Service Total#
Bear-Carts Outside of Bear Zones (Exhibit 3A1 D12 & Section 7A2h)	10% of (Basic Service Total# + any fees charged for extra containers if those are replaced too)
• Each set of Containers	
Container Removal and Return, within previous 12 months (Exhibit 3A1 D3e)	
• First removal and return (per set)	100% of Basic Service Total#
• Each additional removal and return (per set)	125% of previous fee
• Cleanup of Set-Out Site	100% of Basic Service Total#
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d)	
• Mandatory Minimum Service (Up to 10 feet)	5% of Basic Service Total#
• Full Service (Up to 50 feet)	50% of Basic Service Total#
• Extended Full Service	
○ First 50 feet	50% of Basic Services Total#
○ Each 200 feet	50% of Basic Services Total#
○ Unpaved	10% of Basic Services Total#
○ Steep	10% of Basic Services Total#

Locking Cart (Exhibit 3A1 D14) • 96-gallon Cart	$_____ (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3)) • Monthly Cleaning Service, 1 Cart • Monthly Cleaning Service, each additional Cart • Monthly Cleaning Service, 1 Dumpster • Monthly Cleaning Service, each additional Dumpster	 $_____ $_____ $_____ $_____
Billing Fees (Section 7B) • Late payment • Interruption of service • Returned checks	 10% of past due amount 100% of Basic Services Total# 100% of Basic Services Total#

Examples showing amount to be billed to Customer for extra services, assuming Monthly Rate per Refuse Unit to COUNTY is $20 (assuming $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 $3, 3rd Cart at $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)

Using the examples given below calculate your Monthly Unit Rate[x], Monthly Payment Rate, and Total Proposed Annual Amount. The Unit Count given is the current unit count for the Service Area but may be revised as outlined in Section 7, Service Fees and Billing.

	Unit Count		Monthly Unit Rate[x]		Monthly Payment Rate	Months	Proposed Annual Amount
Example	*3,059*	*x*	*$ 20.00*	=	*$ 61,180*	*x 12*	*= $ 734,160*
Actual	**8,318**	**x**	1.1a $_____	**=**	$_____	**x 12**	1.1 = $_____
Example	*Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents.* **WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1**						
Actual	_____ **WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM** 1.1						

[x] Also referred to as Basic Service Total

FACILITIES (Exhibit 3A1 F1, Exhibit 7 E, Exhibit 17 17)			
Check box if additional facilities are listed on a separate page ☐	**Initial Facility**	**Initial Facility Rate per ton** (at start of CONTRACT)	**Final Facility**
Disposal Rate for Refuse (Exhibit 17 B17)			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____
• Backup Facility 2:	_____	$_____	_____
• Backup Facility 3:	_____	$_____	_____
Disposal Rate for Organic Waste (landscaping + food waste)			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____
Disposal Rate for Food Waste			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____
Disposal Rate for Green Waste (landscaping only)			
• Primary Facility:	_____	$_____	_____
• Backup Facility 1:	_____	$_____	_____

NOTE: Any change of facility or rates requires notification and approval from Director.

Task 2 Service Fees
Mesa Heights Garbage Disposal District

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

2A. Abandoned Waste Weekly & As-Needed Collection (Exhibit 3A2 A and Section 7 C3a)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Abandoned Waste Rate Per Ton • Alleys (5.3 miles) • Parkways, Sidewalks, Streets (66 miles)	$____/ton	x	[ ] tons	=	$_____
Abandoned Waste Dry Runs • After 4th, each month	$____/incident		[ ] incidents		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2A					2.1a $_____

2B. Abandoned Waste Daily Collection (Exhibit 3A2 A5 and Section 7 C3b)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Monitoring All Hot Zone Locations 0 locations	$____/foot (per day)	x	0 feet x 5 days x 4.33 weeks	=	$_____
Additional Hot Zones Monitoring (up to 25% more length)	$____/foot (per day)		373 feet x 5 days x 4.33 weeks		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2B					2.1b $_____

2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3c)

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Standard or Solar Compactors (assume Collection twice per day, 6 days per week)	$_____/receptacle (per Collection)	x	11 receptacles x 2 times x 6 days x 4.33 weeks	=	$_____
Additional public receptacles (up to 100% more receptacles)	$_____/receptacle (per Collection)		11 receptacles x 2 x 6 x 4.33		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C					2.1c $_____

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

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

* This amount is for the COUNTY's authorization and budget purposes. CONTRACTOR must be prepared to provide additional services in any of the above categories in this amount.

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

Annual Services	Service Fee		Estimated Quantities		Monthly Rate
Litter Rate Per Mile Alleys (5.3 miles)	$____/mile		5.3 miles x 4.33		$_____
Litter (As-Needed) Hours Spent	$____/hour	x	[ ] hours x 4.33	=	$_____
Additional Litter (As-Needed) (up to 200% more hours)	$____/hour		[ ] hours x 4.33		$_____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2E					2.1e $_____

TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2

Monthly Amount for Task 2A		Monthly Amount for Task 2B		Monthly Amount for Task 2C		Monthly Amount for Task 2D		Monthly Amount for Task 2E		Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E
2.1a $_____	+	2.1b $_____	+	2.1c $_____	+	2.1d $_____	+	2.1e $_____	=	2.1abcde $_____

Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E		Period		Proposed Annual Amount for Task 2
2.1abcde $_____	x	12 months	=	2.1 $_____

_____

WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1

Task 2 Emergency Service Fees
Mesa Heights Garbage Disposal District

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

Services	Rate (billed to COUNTY)
Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1)	
Automated Collection Services and/or Bulky Items	Comparable Municipal Solid Waste fees
Solid Waste not in Containers (Exhibit 3A2 F2)	
• Disposal • Labor • Special Equipment	$_____/ton and $_____/cubic yard $_____/hr Reasonable negotiated fee
Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3)	
Roll-Off Containers or Drop-Off Events	Comparable Municipal Solid Waste fees
Palm Frond Collection (Exhibit 3A2 F4)	
Palm Frond Collection	$_____/hour per Vehicle
Waste in Right-of-Way (Exhibit 3A2 F5)	
Waste in Right-of-Way • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

Schedule of Prices
Mesa Heights Garbage Disposal District

Values for Task 1 and Task 2 in the table below are to be transferred from Task 1 Service Fees and Task 2 Service Fees. Please note that the Total Proposed Annual Amount For Tasks 1 + 2 in the table below is the amount that is evaluated.

Total Proposed Annual Amount for Task 1		Total Proposed Annual Amount for Task 2		TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2
1.1 $_____	+	2.1 $_____	=	$_____
TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL) _____				

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

FORM PW-3

CERTIFICATION OF COMPLIANCE

Bidder certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	**Certifies Compliance ?** ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	**Certifies Compliance ?** ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	**Certifies Compliance ?** ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	**Certifies Compliance ?** ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable) _____	Board Policy 5.065	**Check the Certification below that is applicable to your company.** ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder 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** ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	**Certifies Compliance ?** ☐ Yes ☐ No **Willing to provide GAIN/GROW participants access to employee mentoring program?** ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	**Certifies Compliance ?** ☐ Yes ☐ No **If No, identify exemption:** ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	**Certifies Compliance ?** ☐ Yes ☐ No **If No, identify exemption:** _____

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
SERVICE BY BIDDER: _____
BID DATE: _____

This information must include all work undertaken in the State of California by the Bidder and any partnership, joint venture, or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. The Bidder may attach any additional information or explanation of date which the Bidder 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

	2018	2019	2020	2021	2022	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 Bidder or Authorized Agent (print) Signature Date

FORM PW-5

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Bidders requesting preference consideration must complete and include this form in their bid. Bidders may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**		
Preference Program		**Reference**
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	**LACC 2.204**
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	**LACC 2.205**
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	**LACC 2.211**

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or $150,000 in response to any county solicitation.

FORM PW-6

BIDDER'S REFERENCE LIST

BIDDER NAME: _____

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Bidder 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

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code, Section 4.32.010, the Bidder 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 Bidder has a written policy statement prohibiting any discrimination in all phases of employment.	❑ YES ❑ NO
2.	The Bidder periodically conducts a self-analysis or utilization analysis of its work force.	❑ YES ❑ NO
3.	The Bidder 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 Bidder has a system for taking reasonable corrective action to include establishment of goals and timetables.	❑ YES ❑ NO

Bidder	
Authorized representative	
Signature	Date

FORM PW-8

LIST OF SUBCONTRACTORS

Bidder 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.

☐ Bidder in providing the requested services will not utilize Subcontractors. Bidder 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, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning 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**	**Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

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

Print Name:	Authorized Signature	Title	Date

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Bid submittal.

LIST OF CBE PARTICIPATION

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

NAME/ADDRESS	TYPE OF WORK OR PRODUCT	INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE	PERCENTAGE OF BASE PRICE BID

FORM PW-9

BIDDER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: _____

1. DEBARMENT HISTORY (Check one)	YES	NO
Bidder is currently debarred by a public entity		
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	**YES**	**NO**
Bidder has contracts that have been terminated in the past three (3) years.		

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____
_____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____
_____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____
_____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____
_____

Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 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.

Total Number of Employees in California:	
Total Number of Employees (including owners)**:**	

Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White			%	%

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. ☐ **Check if not applicable**

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

FORM PW-11

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Bidder requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document

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

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

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria (not applicable to IFB)**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective bidders

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date SRR Request Received by County: _____ Date Solicitation Released:_____

Reviewed by:

FORM PW-12

BIDDER'S PENDING LITIGATIONS AND JUDGMENTS

Bidder's Name: _____

☐ Bidder 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 Bid submission.

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

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

1. Against ☐ Bidder; ☐ 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 ☐ Bidder; ☐ 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 Bidder: _____ **Date:** _____

FORM PW-13

BELVEDERE AND MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS (BRC0000369)
BIDDER'S INSURANCE COMPLIANCE AFFIRMATION

_____
Bidder's Name

_____
Address

☐ **If awarded the contract: Bidder <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Invitation For Bids, and Bidder <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your Bid will be determined nonresponsive and your Bid will be disqualified. Bidder <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Invitation For Bids, and Bidder <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.**

FORM PW-14

BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB

FOR BELVEDERE AND MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS (BRC0000369)

BIDDER 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 bid to support the minimum mandatory requirement(s) of this IFB, any inconsistencies or inaccuracy in the information provided on this form, and/or your Bid, may subject your Bid to disqualification or other actions, at the sole discretion of the County.

At the time of bid submission, Bidder must meet the following minimum requirements:

1. The bidder and any subcontractor performing Task 1 must have a minimum of 3 years of experience in the automated collection (via plastic carts and metal dumpsters) and the management of refuse, recyclable materials, and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments. Additionally, a Bidder that is a Joint Venture must either meet the three years of experience requirement while operating as a Joint Venture within the United States or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must meet the experience requirement indicated above.

☐ Yes. Please complete the chart below. In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your bid to validate this minimum mandatory requirement for scoring of your bid in this category.

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

*List the page number in the bid containing the bidder's experience.

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

2. PERMIT

The bidder and subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee or a copy of the application for a Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee issued by the County of Los Angeles Department of Public Health at the time of bid submission. Additionally, if a Bidder is a Joint Venture, either the Joint Venture itself or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must possess the required valid Waste Collector Permit.

☐ Yes. Bidder has Waste Collector Permit. Please complete the chart below.

Permit No.	Name of Permit Holder	Valid/Active Dates

OR

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

Application Filed Date	Name of Bidder or Subcontractor as the Permittee

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

3. BID GUARANTY

The bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.15., Bid Guaranty. **A separate bid guaranty must be submitted for each area that the bidder is submitting a bid for.**

Garbage Disposal District Area	Bid Guaranty Amount
Belvedere	
Mesa Heights	

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

I represent and warrant as follows:

(1) I am knowledgeable about the finances of Bidder, guarantor of Bidder's obligations under the Garbage Disposal District, and/or Bidder's affiliate identified below my printed name below.

(2) The information provided in Bidder's bid as required by Part 1, Section 2.A.10., "**Financial Resources**" or any portion of that information specified below, to the best of my knowledge, is true and complete as of the date of submission of Bidder's bid.

I acknowledge as follows:

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

(2) If, *after execution of the Garbage Disposal District,* the County determines that this **representation is untrue** because the information provided in Bidder's bid is untrue or incomplete, then the County may declare a default under the Garbage Disposal District and exercise County's remedies under the Garbage Disposal District, including termination of the Garbage Disposal District.

Signature: _____

Printed Name:_____

Office/Title:

☐ Chief Financial Officer

☐ Other knowledgeable person_____

Entity or entities about which officer is knowledgeable:

☐ Bidder

☐ Guarantor of Bidder's obligations under the Garbage Disposal District: _____; or

☐ Affiliate of Bidder [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-16

VIRTUAL DELIVERY OF AUDITED/REVIEWED FINANCIALS TO COUNTY

ONLY COMPLETE THIS FORM IF THE BIDDER WILL NOT BE SUBMITTING THE FINANCIAL STATEMENTS AS SPECIFIED IN PART I, SECTION 2.A.10 AT THE TIME OF BID SUBMISSION

I warrant that Bidder will provide to County the Bidder's audited/reviewed financial statements for County review virtually through the Microsoft Teams meeting platform, or other virtual platform as directed by the County, 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 BID

I represent and warrant as follows:

(1) The 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 50 percent of the Total Proposed Annual Amount for Task 1 and Task 2 from Form PW-2, Schedule of Prices, on behalf of the Bidder. To establish present willingness, the signed written statement from the authorized agent must be dated on or after the date on the Notice of Invitation for Bids

(2) The written statement that the Bidder is presently able to secure a letter of credit of 50 percent of the Total Proposed Annual Amount for Task 1 and Task 2 from Form PW-2, Schedule of Prices. To establish present ability, the statement must be dated on or after the date on the Notice of Invitation for Bids. 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

(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 Bidder, guarantor of Bidder's obligations under the Garbage Disposal District, and/or Bidder's affiliate identified below my printed name below.

(5) The information provided in Bidder's bid as required by Part 1, Section 2.A.10., "**Financial Resources**" or any portion of that information specified below, to the best of my knowledge, is true and complete as of the date of submission of Bidder's bid.

I acknowledge as follows:

(1) If, *after County has awarded the Garbage Disposal District to Bidder* but *before County has executed the Garbage Disposal District,* the County determines that this **warranty is breached** because the information

provided in Bidder's bid is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Bidder's bid guaranty.

(2) If, *after execution of the Garbage Disposal District,* the County determines that this **representation is untrue** because the information provided in Bidder's bid is untrue or incomplete, then the County may declare a default under the Garbage Disposal District and exercise County's remedies under the Garbage Disposal District, including termination of the Garbage Disposal District.

Signature: _____

Printed Name: _____

Office/Title:

☐ Chief Financial Officer

☐ Other knowledgeable person_____

Entity or entities about which officer is knowledgeable:

☐ Bidder

☐ Guarantor of Bidder's obligations under the Garbage Disposal District: _____; or

☐ Affiliate of Bidder [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-18.1

BIDDER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES AFFIRMATION

BELVEDERE GARBAGE DISPOSAL DISTRICT (BRC0000369)

_____
Bidder'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: Bidder <u>will</u> comply with the current Collection Schedule or any amendments made by the Director.

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

☐ Bidder <u>will not</u> comply with the Collection Schedule, or any amendments authorized by the Director. <u>If you check this box, your bid will be immediately disqualified as non-responsive</u>.

_____ _____
Bidder's Signature Date

_____
Bidder's Printed Name

FORM PW-18.2

BIDDER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES AFFIRMATION

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (BRC0000369)

_____
Bidder'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: Bidder <u>will</u> comply with the current Collection Schedule or any amendments made by the Director.

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

☐ Bidder <u>will not</u> comply with the Collection Schedule, or any amendments authorized by the Director. <u>If you check this box, your bid will be immediately disqualified as non-responsive</u>.

_____ _____
Bidder's Signature Date

_____
Bidder's Printed Name

FORM PW-19.1

EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS FOR THE BELVEDERE GARBAGE DISPOSAL DISTRICT

(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)					

EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS FOR THE MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

(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)					

ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business
With Small Business

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

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

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:

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

County of Los Angeles *Lobbyist Ordinance*

IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

(213) 974-1093 (213) 974-1578

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

http://bos.co.la.ca.us/

Thank you for your cooperation and attention.

SAMPLE BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(Contractor/Principal)

as principal, and _____,
(Surety)

as surety, are held and firmly bound unto the _____ Garbage Disposal District (hereinafter "District"), in the sum of _____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The conditions of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the District for the services of collecting/disposing of refuse and for collecting/managing recyclable material and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments (Task 1); as well as for collecting/ disposing/recycling refuse from all streets and alleys (Task 2) all within the _____ Garbage Disposal District

and is required by said District to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said District to said principal shall exonerate any surety unless the Board of Supervisors of said District shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____ 20 __.

_____	_____.
(Contractor/Principal)	(Surety)
By _____	By _____.
Its	Its Attorney-in-fact
By _____	By _____.
Its	Its Attorney-in-fact
By _____.	
Its	
By _____.	
Its	

PARENT 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 CA"

_____ (**Guarantor**) executes this Guaranty to and for the benefit of County of Los Angeles and its Special Districts (Hereinafter **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 bid (**Bid**) in response to an Invitation for Bids issued by County on

_____ for the _____
Insert date of submission of IFB Insert Area Name

GARBAGE DISPOSAL DISTRICT a County Special District (the **Garbage Disposal District**), which will be incorporated in this Guaranty by reference and made part of this Guaranty upon execution by County and Contractor together with the Bid;

WHEREAS, it is in the interest of Guarantor that Contractor submits its bid and enter into the Garbage Disposal District (“Agreement”) with County;

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

WHEREAS, if Contractor fails to timely and fully perform its obligations under the Agreement, including the payment of monetary amounts or claims for those amounts, 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 Bid and enter into the Agreement, Guarantor agrees as follows:

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

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

a. **Public Health and Safety.** Guarantor acknowledges public health and safety may be threatened if Contractor does not Collect Solid Waste under the Agreement.

b. **Obligations.** Guarantor directly, unconditionally, irrevocably, and absolutely guarantees the timely and full performance of each of the Contractor's obligations under the Agreement, subject only to the defenses that Guarantor may assert under Section 6. Within five days of County's demand, Guarantor will perform or cause to be performed each of Contractor's obligations under the Agreement that Contractor has failed to perform.

c. **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.

d. **Benefit.** This Guaranty is for the benefit of County, its successors and assigns.

(2) CHANGES IN CONTRACTOR'S OBLIGATIONS

a. **Changes in 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:

i. Amendments, extensions or renewals of the Agreement or modification of Contractor's obligations under the Agreement.

ii. Waiver of any right of County or obligation, Breach or Default of Contractor under the Agreement.

iii. Renewal, modification or compromise of any liability of the Contractor for Contractor's obligations to County under the Agreement.

iv. Release, compromise or settlement of any dispute arising with Contactor under the Agreement.

v. Acceptance, release or surrender of any Performance Assurance defined in the Twelfth Paragraph of the Agreement, which is incorporated herewith, notwithstanding that the Agreement for Belvedere Garbage Disposal District may be executed at a date later than the Agreement.

b. **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 and Guarantor waives any defense based on a “waiver of rights.”

c. **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

a. **Term.** This Guaranty will remain in full force and effect until the later of the following events:

i. All obligations of the Contractor under the Agreement including Contractor's payment obligations to County (such as damages and reimbursements) are fully performed and satisfied in accordance with the Agreement, or court order.

ii. Contractor's obligations under the terms of the Agreement are discharged, released or otherwise excused.

b. **Continuing.** This Guaranty is a continuing guaranty and will continue to be effective or be reinstated, as applicable, during the period of this contract, or through the completion of any litigation, arbitration, or mediation arising out of this Agreement, if at any time any payment by Contractor under the 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) DEMANDS UNDER GUARANTY

a. **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:

i. Enforcing any of County's rights or remedies, or seeking to compel the Contractor to perform Contractor's obligations, under the Agreement or proceeding or taking any action against Contractor;

ii. Filing claims with a court in the event of bankruptcy, insolvency, reorganization of Contractor;

iii. Promptly or diligently making any claim under, or pursing or exhausting any remedy under, or otherwise enforcing the provisions of any Performance Assurance;

iv. Seeking or obtaining recourse or any other action against anyone that may be liable for Contractor's obligations under the Agreement, in whole or in part.

b. **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.

c. **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.

d. **Separate Demands.** Each of Contractor's failure to perform its obligations under the Agreement gives rise to a separate obligation by Guarantor under this Guaranty. County may make separate demands under this Guaranty when each failure occurs.

(5) GUARANTOR'S DEFENSES AND WAIVERS

a. **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:

i. Discharge, release or excuse of any obligation of Contractor to County under the Agreement, to the extent of the discharge, release or excuse and with respect to each obligation; and

ii. Any legal or equitable right, defense, counterclaim or affirmative defense that Contractor could assert under the Agreement or law.

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

i. The invalidity, irregularity, illegality or unenforceability, of or any defect in or objections to the Agreement.

ii. Any

- modification or
- amendment or
- compromise of
- or waiver of compliance with or
- consent to variation from

any of the provisions of the Agreement by the Contractor.

iii. Any release or discharge of any Performance Assurance, defined under the Twelfth paragraph of the Agreement, or other collateral or security for Contractor's obligations under the Agreement.

iv. Any defense based upon the election of any remedies against Guarantor or the Contractor, or both of them, 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.

v. The recovery of any judgment against the Contractor, including enforcement or draw upon any Performance Assurance Bond.

vi. Taking or omitting to take any of the actions that County must take under the Agreement.

vii. 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 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.

viii. The bankruptcy, insolvency, reorganization or similar proceeding involving or pertaining to the Contractor.

ix. Any order or decree of a court, trustee or receiver in bankruptcy, insolvency, reorganization, or similar proceedings.

x. Any circumstance that might constitute a legal or equitable discharge of a guarantor of Contractor's obligations under the Agreement or limit the recourse of County to Guarantor.

xi. The existence or absence of any action to enforce the Agreement.

xii. Subject to the provisions of the Agreement relating to Uncontrollable Circumstances, any present or future Applicable Law purporting to reduce, amend or otherwise affect the Agreement or to vary any terms of payment or performance under the Agreement.

xiii. County's obligation to give Guarantor any of the following notices:

1) County's acceptance of this Guaranty;

2) the creation, renewal, extension and accrual of Guarantor's obligations under this Guaranty;

3) any Person's reliance on this Guaranty;

4) breach of this Guaranty by Guarantor under this Guaranty following demand for payment and Guarantor's failure to make payment;

5) Breach or Default by Contractor under the Agreement;

6) required under this Guaranty; and

7) required under law, to the extent permitted by law.

xiv. 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 Agreement, except the following:

- any Notice to the Contractor required pursuant to the Agreement or law that preconditions the Contractor's obligation, or
- the allowable defenses listed in subsection 3 above.

(6) SET-OFFS ONLY WITH RESPECT TO GUARANTY OR GARBAGE DISPOSAL DISTRICT AGREEMENT

a. **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 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.

b. **By the Contractor under Garbage Disposal District 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 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 Agreement.

(7) 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 Agreement:

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

(8) GUARANTOR'S EVENTS OF DEFAULT AND COUNTY'S REMEDIES

a. 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 five 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. **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, or 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.

v. **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 also comprises a Default under the Agreement.

b. **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.

c. **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 Agreement or law and in equity (including specific performance).

d. **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.

(9) SUITS, ACTIONS, OR OTHER PROCEEDINGS

a. 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.

i. **Service of Process in CA.** Service of process for Guarantor is in the State of California by prepaid registered mail, return receipt requested to the authorized representative of the Agreement.

ii. **Jurisdiction in CA.** 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.

b. **Venue in CA.** 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.

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

(11) 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:

i. 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

ii. 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.

(12) CONSTRUCTION AND INTERPRETATION OF GUARANTY

a. **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.

b. **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.

c. **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.

d. **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.

e. **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. By signing this Guaranty, Guarantor represents and warrants that it and its counsel have reviewed, or have had the opportunity to review, the Agreement and this Guaranty. By

signing the Agreement, County represents and warrants that its counsel has reviewed or have had the opportunity to review the Agreement and this Guaranty.

f. **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 Agreement, law) means "in accordance with the terms / provisions of" and "as required by the terms/provisions of."

(13) 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.

(14) WARRANTIES AND REPRESENTATIONS. Guarantor warrants and represents the following as of date it signs this Guaranty:

a. Guarantor has the power, authority and legal right to enter into this Guaranty and to perform its obligations and undertakings under this Guaranty.

b. The execution, delivery and performance of this Guaranty by Guarantor:

i. have been duly authorized by all necessary corporate and shareholder action on the part of Guarantor;

ii. have the requisite approval of all federal, state and local governing bodies having jurisdiction or authority with respect thereto;

iii. do not violate any judgment, order, law or regulation applicable to Guarantor;

iv. do not conflict with or constitute a default under any Agreement or instrument to which Guarantor is a party or by which Guarantor or its assets may be bound or affected; and

v. do not violate any provision of Guarantor's articles or certificate of incorporation or by-laws.

c. 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.

d. 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.

(15) **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:

Los Angeles County Public Works
Business Relations and Contracts Division, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

GUARANTOR:

_____

_____

_____

_____

_____

_____

Either party may change the address for notices by giving the other party at least ten 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]

P:\aepub\Service Contracts\CONTRACT\David\GARBAGE DISPOSAL DISTRICT - GDD\2022\Belvedere and Mesa Heights GDD\IFB\04.8 Attach 5_Parent Guaranty.doc

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2022)

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 Certificate.

Note: You are encouraged to notify all employees whose wages for 2022 are less than $59,187 that they 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 6, 2023.

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?

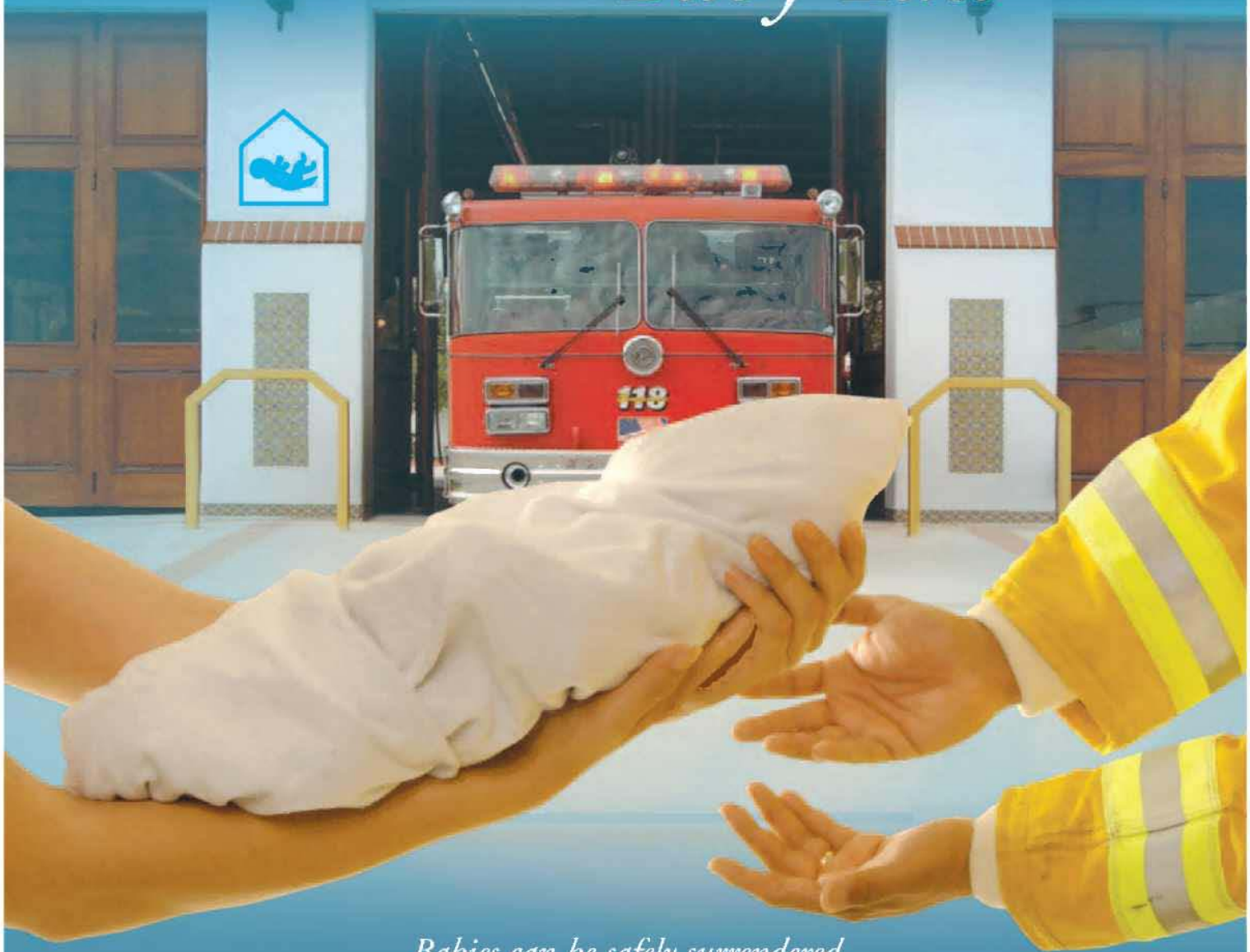
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2022 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 they must file a tax return to do so. For example, if an employee has no tax withheld in 2022 and owes no tax but is eligible for a credit of $800, they must file a 2022 tax return to get the $800 refund.

ATTACHMENT 7

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

ATTACHMENT 7

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?

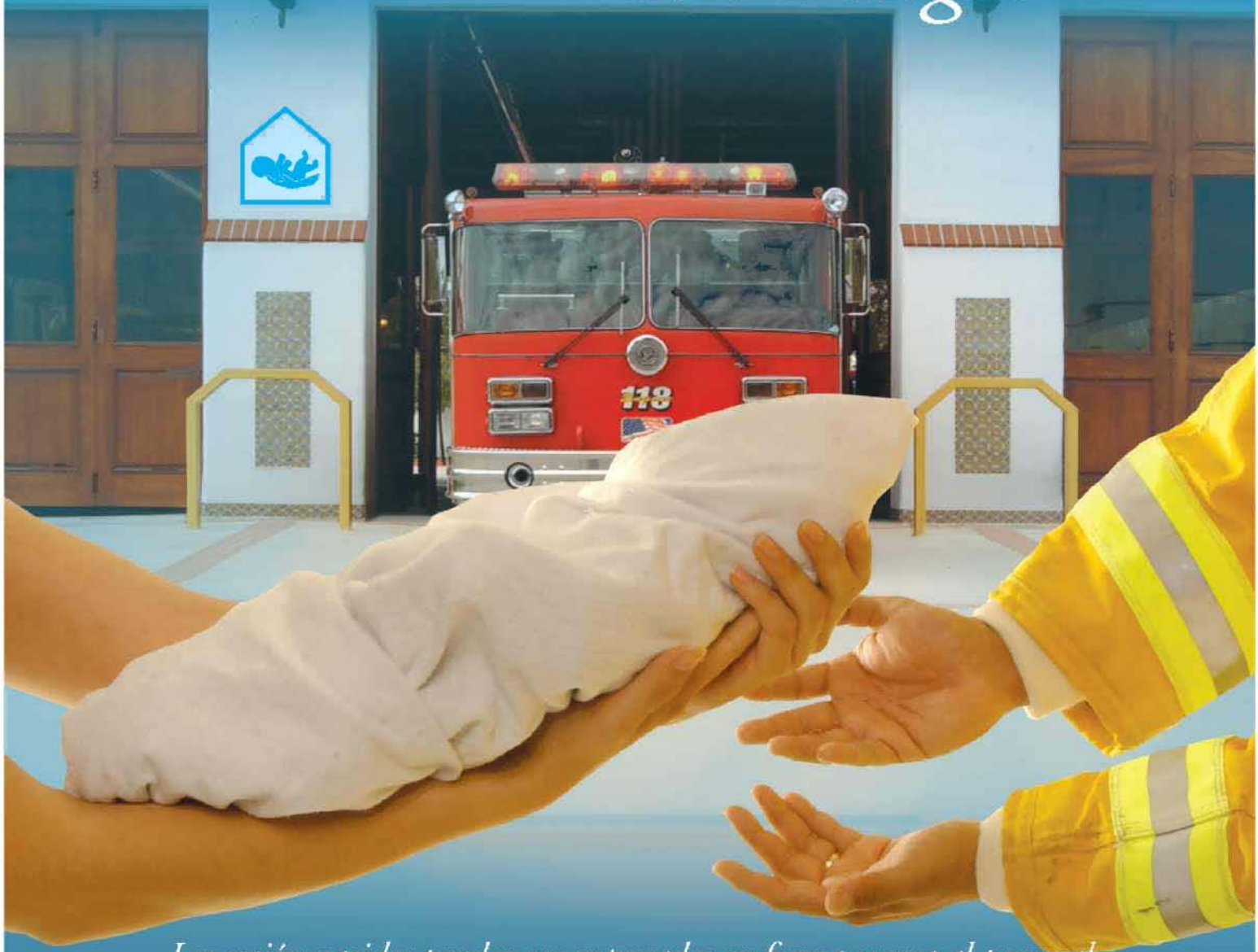
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.

ATTACHMENT 7

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

ATTACHMENT 7

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.)

LOS ANGELES REGIONAL

CONTRACTOR DEVELOPMENT AND BONDING PROGRAM

The Contractor Development and Bonding Program assists contractors with their contracting capacity and business growth.

THE FOUR PILLARS OF CONTRACTOR DEVELOPMENT

- PRIME CONTRACTOR PARTNERSHIPS
- EDUCATION, TRAINING & CONTRACT SUPPORT
- BONDING, CONTRACT FINANCING & PROJECT ASSISTANCE
- ASSESSMENT & TECHNICAL ASSISTANCE

Assessment & Technical Assistance

- Enrollment in our Contractor Development and Bonding Program.
- Personal Account Manager to provide a professional assessment of your current capacity and growth needs.
- One-on-one consultation to develop a work plan aligned with your business needs and goals.
- Facilitated referrals to Program Partners and resources.
- Contracting opportunities and industry-related workshops and events sent via our *LA Contractor Weekly* bulletin.
- Referrals to specific project opportunities.

Bonding, Contract Financing & Project Assistance

- Assistance with obtaining or increasing bonding.
- Access to collateral support for bid performance and payment bonds for qualified contractors.*
- Contract review, project assessment, and field support for Program-bonded or financed contracts.
- Assistance with project risk identification and mitigation.
- Access to contract cash flow funding.
- Accounting cost subsidy for CPA-prepared financial statements.

**L.A. County has limited capacity.*

Education, Training & Contract Support

- Group Classes on public construction best practices led by industry experts.
- Contract-specific support on Regional Bond Program-supported contracts.
- Creation of individualized Contractor Profile to assist with business marketing.

Prime Contractor Partnerships

- Strategic alliances with Program Prime contractors including matchmaking and referrals.
- Networking with public agency staff and peer contractors.

PROGRAM SPONSORS

City of Los Angeles Founded 1781 · Metro · County of Los Angeles California · Los Angeles Public Works Founded 1906 · LA DWP · LA The Port of Los Angeles · Business, Jobs & Social Responsibility · LAWA Los Angeles World Airports

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Los Angeles County
Contractor Development and Bonding Program

FREQUENTLY ASKED QUESTIONS

"An inclusionary program to build a stronger region"

What services does the County's Contractor Development and Bonding Program (CDABP) provide?

The County's CDABP extends comprehensive capacity building, technical, bonding and contract financing assistance to small and diverse contractors seeking to pursue County construction-related contracts. Starting with a thorough assessment of your current business status, we identify areas of opportunity in order to help you better position your firm to successfully compete for and complete County contracts.

After your assessment, you'll be assigned a dedicated Account Manager who will work closely with you to tailor a technical assistance work plan and financial resources specific to your needs, which may include:

- ✓ One-on-one consultations
- ✓ Training clinics and learning immersion academies
- ✓ Help with prime contractor pre-qualifications
  - » Facilitation of prime or prime-sub contractor introductions
  - » Project/bid matches
- ✓ Assistance obtaining bonding, including bonding collateral support, if needed, and contract financing
- ✓ If you are awarded a County-related contract with bonding support, you will also receive on-going project assistance to help you successfully complete your contract.

Who is eligible to participate in the CDABP? Eligible firms include local small and diverse businesses who are certified or eligible for certification within one of the County's business enterprise categories. For detailed information on the County's certification programs, visit their Small Business Certifications webpage (https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).

Why should small and diverse businesses enroll in the CDABP? LA County's CDABP provides game-changing resources for small and diverse businesses who want to expand their capacity and improve their opportunities for winning County contracts. For example, the inability to secure or increase bonding often impedes small and diverse contractors from bidding and/or pre-qualifying with prime firms and participating on public works projects. This program helps reduce such barriers, even offering bonding collateral support (standard surety bond premiums and commissions charged are not covered by the CDABP).

Similarly, not having access to the capital needed to fund the cost of doing the contract work that you've been awarded can be a major challenge, and little to no assistance is available through traditional lending sources. Through the CDABP, the County provides for up to $250,000 of contract-based financing with a low origination fee and very low interest rate, and not tied to your financials or credit.

This is a particularly good time to enroll, because in November 2021, President Joe Biden signed a $1.2 trillion infrastructure investment plan supporting a range of construction projects in localities across the nation, including Los Angeles County. If you are a small or diverse local business, the CDABP can assist you in competing for upcoming construction contracts!

My subcontracted work hasn't required bonding in the past, so how would I benefit from participating in the CDABP? While you may not always need to provide a bond for some subcontracted work, a bond will always be required if you want to bid directly with the County on small prime contracts – and being "bondable" is a significant competitive advantage when bidding on many subcontracting opportunities. Becoming "bondable" demonstrates that your company's capacity to perform work has been assessed and vetted by a third party, which is then reflected in the dollar amount for which you can bond. Even when a bond for subcontract work is not required, it is quite common to be asked to demonstrate that your company is "bondable" in order to meet contract owner or prime requirements. Pre-qualification requirements often include demonstrating your bond underwriting and/or financial capacity to perform work. The CDABP will assist you in meeting advance requirements with primes or prime-sub contractors pursuing or performing County work.

What is the cost to participate in the CDABP? The CDABP is sponsored by the County of Los Angeles, so, with one exception, all services are offered at no cost to participating contractors! If needed, the only cost you may incur is for having a Certified Public Accountant (CPA) prepare a financial statement for your company, a requirement for bonding. For those who qualify, the program even provides a one-time subsidy toward this CPA-prepared company financial statement. If the subsidy is provided to you, you will be asked to pay the first $500 toward the preparation of your financial statement and any costs in excess of what the $3,200 subsidy covers.

The CDABP is one of the County's tools to effectively support and increase the inclusion and participation of small and diverse contractors on County projects. Because barriers impede access, CDABP is intended to reduce and eliminate barriers wherever possible.

When should I look to enroll in the County's program? Should I wait until I've identified a County project for which I want to bid? Don't wait, enroll now! The earlier you enroll and have your company assessed, the sooner you'll be able to receive expert guidance and support in bidding suitable County projects. For example, getting pre-approved for a specific bonding amount will not only boost your company's credentials, but will also help you confidently identify and pursue County contracting opportunities within that range. Your CDABP Account Manager will be helping you every step of the way, including steering you toward opportunities with CDABP program prime partners. By planning ahead, your firm will be better positioned for consideration by the County's prime and larger contractors, who are always seeking qualified and certified firms to meet their project participation goals.

How long will it take for me to get approved for bonding or contract financing? The timing of the bonding or contract financing process depends mostly on you. The initial steps of preparing an underwriting package for bonding or prequalifying you for contract financing require gathering information about your company. If you have the necessary documentation and information complete and readily available, then the next steps of the process can move quickly. Your CDABP Account Manager is always on hand to answer questions and help guide you through the process.

Must I already be working with a bonding broker in order to participate? You do not already need to be working with a bonding broker. The CDABP will work with any bonding broker with whom you've already established a relationship that you wish to continue. In fact, the program can also work with your current surety agent to increase your existing bonding capacity with them as well. However, if you do not have a current broker, the program can provide for your consideration a list of brokers who work with smaller contractors and with program surety partners.

We look forward to hearing from you! Reach us at:

213-258-3000 | MWISInfo@imwis.com | www.LAConDev.com

Bid Express®
Secure Internet Bidding

Bidexpress.com Set-up Guide

Follow this detailed guide to get set up and start bidding on bidexpress.com today!

How to register and get your Info Tech Digital ID...

1. To complete the registration process for your company, go to **www.bidexpress.com** and click the blue Register button at the top right of the page.

2. Enter your name in the First Name and Last Name fields. This name will appear on the registration page for your company. Type in your email address.

   NOTE: *This email address will become your username for the account. It is also where all email notifications from the agencies with which you bid will be received.*

3. Create a secure password for your account. The password must be at least eight characters long and contain at least one capital letter, one lowercase letter, one number, and one symbol.

4. Select a security question and provide your answer. The answer to this question will be requested of you each time you've clicked that you've forgotten your account password and is case sensitive.

5. Next, complete the Business Name and contact information fields. After doing so, agree to the Privacy Policy, Terms of Use, and DMCA Policy at the bottom of the registration page and click the green REGISTER button. The Bid Express service sends a registration confirmation email to the address entered as the username.

6. Click the Activate Account link in the email. Enter the password you used on the registration page in the Password field and click **ACTIVATE**. The Bid Express service displays the HOME tab where you must install the Info Tech Express Sign Tool and Generate an Info Tech Digital ID.

7. Click INSTALL SIGN TOOL. Note that you will have to install the sign tool on every computer you wish to set up for bidding. Once installed, close your internet browser and start it back up.

8. Click the blue **GENERATE DIGITAL ID** link. This will walk you step by step through creating a Digital ID for your company.

9. The blue and gray My Info Tech Digital ID page appears. Click the blue **CREATE** button to continue your ID generation.

10. A United States map pop-up will appear. Select the agency or agencies with which you intend to do business with and click the blue NEXT.

    NOTE: *If you do not see the agency you plan to bid to, you may need to alternatively subscribe to our second site,* **bidx.com**. *You may click the "Try the Bidx.com service" link from the top of this same pop-up to navigate to the correct site.*

11. A Create an Info Tech Digital ID pop-up will appear. Confirm that the name of the person listed in the screen is the authorized signer for your company, your company name matches how you would like to submit bids to the agency(s), and click **SUBMIT**.

    NOTE: *If the person listed for your company is not the authorized signer, cancel ID generation. The back of this quick start guide will assist you with changing the contact information associated with your login, or inviting the appropriate authorized signer to your company.*

12. The wizard will load and then prompt you to back up your new Digital ID. Click **BACKUP**, then enter a password for the backup file of your Digital ID in the Password and Verify Password fields. This password will be used when importing the Digital ID to another computer for bidding. DO NOT FORGET THIS PASSWORD, as there is no way for the Bid Express team to retrieve or reset it. Click **OK**.

OVER

13. Save the Digital ID backup file to a memory stick, CD, company server, or other secure location outside of this computer for safe keeping.

14. Add the signer's name to the file name from Info Tech Express Digital ID.pfx so it will more recognizable when used for importing the backup file, (eg. John_Smith_Digital_ID.pfx). This will ensure you do not confuse your company's other Digital IDs. Once you have entered the Digital ID name and location, click **SAVE**. The Bid Express service returns you to the Bid Express Digital ID Generation window. Click **NEXT**.

15. Click **PRINT** to print a copy of the new registration page to have signed/notarized and mailed to our Customer Support team; the address will be on the page.

    NOTE: *Customer Support must receive this page for processing before the due date of the job you wish to bid. When you have finished printing the document, close the print window and click* **FINISH**.

16. When your Digital ID is activated, the red Digital ID field on the home page of your new account will disappear and you will be able to begin purchasing and bidding on solicitations posted by the agencies with which you work.

How to bid...

1. To select a solicitation to bid, click on the drop down menu in the top left corner of the screen and choose Bid Express. From the Bid Express homepage, click the Solicitations tab at the top of the screen. Find the solicitation from the list; if you have a keyword for the job, type it in the search box to the top right.

2. Click on the blue job name. When you've determined you want to bid the job, click the green Select for Bidding button at the top right. You will then be prompted to opt for the Pay As You Go approach or a Monthly Subscription. After completing your purchase, you will be navigated into the project to complete your bid.

3. As you are working, make sure to click Save Draft as you work. When the bid is ready for submission, simply click the green Submit Bid button at the top and then click Submit Bid again to confirm. The job will submit and you will receive an email for your bid submission receipt.

Change your contact information or invite a user...

1. Click the drop down menu in the top left corner of the screen and select My Account.

2. If you do not wish to invite additional users to your business but need your Info Tech Digital ID to reflect the name of your authorized signer, click the blue **EDIT** button in the top right corner of the My Account section. Change just the First and Last Name fields and click **UPDATE**. You may now generate a digital ID to reflect this person's name.

3. If you need to invite a new user to your company, scroll down to the Employees field from the My Account screen. Type the email address of the additional user(s) and click Invite Employee.

    NOTE: *You will need to assign the new user a role from this same screen after they've completed their registration, and a role from the Bid Express site.* **CLICK** *the Help tab at the top of the Bid Express page for an explanation of roles under the My Business section.*

4. Click the drop down in the top left corner of your account and select Bid Express to do so. You can manage the additional roles for each user from the My Business tab.

    NOTE: *If you want to create a Joint Venture Digital ID for bidding, follow the steps above from the beginning. You will need to create a separate account for the Joint Venture because our system will see it as a separate company entirely.*

Where to get help...

Customer support hours are **7:00 a.m. to 8:00 p.m. EST**, Monday through Friday (excluding major U.S. holidays). Our toll free number is **(888) 352-BIDX(2439)**, our email is **support@bidexpress.com.**

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DRAFT

Part I

Sample Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

ACTING IN THEIR CAPACITY AS THE GOVERNING BOARD OF

THE BELVEDERE GARBAGE DISPOSAL DISTRICT

AND

THE MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

_____**[*name of waste hauler]***_____

FOR PROVISION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

(2023-____)

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

December 1, 2023 for Mesa Heights GDD
and
July 1, 2024 for Belvedere GDD

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Belvedere Garbage Disposal District
Mesa Heights Garbage Disposal District

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This CONTRACT is made and entered into on _____, 20___, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body of the _____Garbage Disposal District of COUNTY of Los Angeles (COUNTY), and _____, a Corporation or Limited Liability Company registered in the State of _____ (CONTRACTOR).

RECITALS:

Purpose. To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1594, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

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

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

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

Task 1: Waste Discarded in Containers. Director has determined to contract for collection of Municipal Solid Waste (MSW) Management Services in portions of Los Angeles 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 and Dumpsters to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939, SB 1383, and other laws.

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

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

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

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

Garbage Disposal Districts. The use of the term COUNTY is understood to mean Belvedere or Mesa Heights Garbage Disposal District of COUNTY of Los Angeles. COUNTY of Los Angeles Board of Supervisors acts in their capacity as the governing body of the Garbage Disposal District. Furthermore, the COUNTY may adjust the number of Refuse Units subject to Section 7, Unit Counts and Payment Rates. The COUNTY may adjust the initial monthly unit rate of compensation set forth in Form PW-2.1-2.2 (Schedule of Prices) subject to Exhibit 7 and Section 7.

Compliance with Law. CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341,

939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

Compliance with California Environmental Quality Act (CEQA). COUNTY adopted a Negative Declaration in 2022 to evaluate known impacts for required services. Any potential new or expanded facilities that CONTRACTOR may propose in the Service Area would be required to undergo local approval, entitlement, and permitting processes, which includes CEQA review. The cost of such facilities and any associated permitting processes (including CEQA review) must be paid for by CONTRACTOR proposing such facilities.

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

Competitive Procurement. COUNTY issued a Request for Proposals (RFP) 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 GDD services, COUNTY selected a CONTRACTOR based on price proposals only.

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

- The CONTRACTOR's bid on form PW-2.1-2.2, Schedule of Prices in Attachment 7-5, specifies the flat monthly payment rate for which the CONTRACTOR has agreed to perform the Customer Services described and specified herein upon commencement of this CONTRACT.
- COUNTY may adjust the number of Refuse Units subject to item C11 of Section 7 and therefore COUNTY may adjust the monthly rate of compensation set forth in PW-2.1-2.2, Schedule of Prices in Attachment 7-5.
- COUNTY may offer refunds directly to Customers that use fewer or smaller Containers than what they are entitled to through the established fees that are collected on their property taxes bill. Director will provide a list to CONTRACTOR of those parcels with reduced service levels and therefore adjust the monthly rate of compensation set forth in PW-2.1-2.2, Schedule of Prices in Attachment 7-5.
- Exhibit 7 provides for CONTRACTOR'S compensation under Task 1 Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Fees in the Customer Fee Schedule in Attachment 7-2 Task 1 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR's compensation under Task 2 Services and COUNTY Service Fees in Attachment 7-3 Task 2 Service Fees in Exhibit 7.

- Exhibit 3A2 provides for CONTRACTOR'S compensation for substitute, emergency, and backup services. Under this CONTRACT, the CONTRACTOR cannot charge COUNTY more than the rates in Attachment 7-4 Emergency Service Fees in Exhibit 3A2 or comparable municipal Solid Waste fees.
- In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.
- CONTRACTOR is not allowed at add any surcharges in addition to the fees that were entered on Form PW-2.1-2.2, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and my not be added later.

Start/Stop Contract Services. COUNTY reserves the right to stop and start any Contract Services with Notice to CONTRACTOR and adjust fees as a result of the change in services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

SECTION 1 - REQUIREMENT TO PROVIDE TASK 1 SERVICES

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

County Services = Task 2 Services

Contract Services = Customer Service + County Service

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

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

Task 1 Services all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container services to Occupants at Residential Premises and Certain Multifamily Premises with 4 or less units.

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

A. Requirements/Grant of Rights

1. CONTRACTOR Requirements

COUNTY requires CONTRACTOR, together with the Performance Obligations, to provide Contract Services as described in Section 3.

a. Conditions

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations,
- No CONTRACTOR Default has occurred

b. CONTRACTOR Acceptance

CONTRACTOR accepts these conditions, 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 Collection of Solid Waste

CONTRACTOR shall perform the Contract Services, as described in Section 3. This CONTRACT does grant the CONTRACTOR an exclusive right to provide Task 1 Customer Services 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

The following Collection services are not part of this CONTRACT. While these are not included within this CONTRACT, CONTRACTOR may provide services independent of this CONTRACT, such as to a school district facility within the Service Area.

1. Solid Waste to be Self-Hauled

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

2. COUNTY and Third-Party Agencies

This CONTRACT excludes the requirement 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;
- Railroad and utility properties without occupied structures;
- 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 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*

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

(3) *Terminated CONTRACT*

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

(4) *Contract Claims*

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

c. Stop Contract Services / Procure New Services

Upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. After expiration or termination of this CONTRACT, COUNTY may 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 requirement that CONTRACTOR Collect Recyclables that Occupant donates or sells to Persons other than CONTRACTOR.

5. Vacant Properties

This CONTRACT excludes the requirement to arrange to provide Task 1 Services to parcels identified by the Los Angeles County Office of the Assessor as vacant.

C. Exclusions from Exclusivity

While the following Collection services are part of this CONTRACT, CONTRACTOR does not have the exclusive right to perform these services.

1. County Services – Abandoned Waste and Litter Collection Services

This CONTRACT is not exclusive in regard to County Services. COUNTY reserves the right to use its own forces or to contract with any company to provide Task 2 County Service including Collection of Abandoned Waste or emptying public receptacles.

2. Emergency Services

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

3. Single-Pass Accounts

This CONTRACT is not exclusive in regard to Collection, transportation and Disposal/Diversion from Customers that request and are approved by Director for one truck for the Refuse, Recyclables, and Green Waste Municipal Solid Waste Services. See item M of Section 4 for single-pass details.

4. Certain Organic Waste Collection

a. Micro-Haulers

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant provides to Director

approved/contracted Micro-Hauler. Director allows certain Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the collection of Manure, Landscaping, Food Waste.

Micro-Haulers are not to provide organic service to an Occupant equal to or more than one 64-gallon container collected weekly. Micro-haulers are not to exceed collection threshold of 3 tons of organic waste per month within the Service Area.

b. Onsite Management

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite composting.

c. Manure

This CONTRACT excludes the exclusive right and privilege to Collect Manure. Manure may be Collected by CONTRACTOR or the County authorized hauler for the area.

D. Definition of Rights

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

E. Privacy (Contract Services)

1. General

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

analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

2. Mailing Lists

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

3. Privacy Rights Cumulative

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

F. Ownership of Solid Waste

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

SECTION 2 - TERM OF CONTRACT

A. Term of Contract Services

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

"Commencement Date" may be as early as July 1, 2024 for Belvedere GDD and December 1, 2023 for Mesa Heights.

"**Term"** is the period beginning on the Execution Date and ending on the Expiration Date plus any extensions.

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

"Expiration Date" is any of the following days, as may be extended described in the following subsection A1 of this Section.

1. Expiration of the CONTRACT Term

- June 30, 2034, for Belvedere GDD, or
- June 30, 2035, for Mesa Heights GDD, or
- An earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

2. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A3, A4, and A5.

3. Two, 2-Year Extensions

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

4. Twelve, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to 12 times, each time in an increment of one to 12 months for a total of no more than 12 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.

5. Response to Emergency Extensions

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, of Section 11, item B, Director may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of no stop service, no late fees, and extended payments options set forth in item B6 of Section 11. See that section for more details.

6. 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.

7. Transition to Next Waste Hauler

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

8. Notification to CONTRACTOR

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

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

B. Obligations Upon Expiration or Termination of CONTRACT

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

1. Acknowledgements

All acknowledgments, including those in the following Sections:

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

2. Representations and Warranties

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

- Part 10 of Exhibit 5 with respect to review of this CONTRACT

- Item B of Section 14, Authority to Execute
- Attachment 5-9H, CONTRACTOR'S Representations and Warranties

3. Indemnities

All Indemnities.

4. Payments

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

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

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. This includes

providing an accurate customer list with service level and special services such as roll out and special rates such as senior discounts.

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
- 4 weeks after the Expiration Date.

7. Container Purchase Option

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

C. Undepreciated Assets

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

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

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

A. Prescribed Scope

1. Task 1 Services

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

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

2. Task 2 Services

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

3. Additional Contract Services Requirements

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

4. General

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

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

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

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

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

B. Change in Scope of Services

1. Task 1

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

2. Task 2

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

C. Vehicles

1. General

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

2. Automation

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

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

3. Fuel/Power

Vehicles used for automated Collection must use Liquid Natural Gas (LNG), Compressed Natural Gas (CNG), Renewable Natural Gas (RNG), electric, 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.

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing the Service Area. CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfilment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1. CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to Director upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10, Reports.

CONTRACTOR may propose an alternative procurement plan, as listed in item Q of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the 0.08 tons of Organic Waste per resident in the Service Area per year, required in SB 1383, Section 18993.1(c). Implementation of such plan is subject to Director approval.

4. Extra Vehicles

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, 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 excessive noise, or exhibiting other significant issues identified by Director.

6. Vehicle List

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

7. Vehicle Billboards

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

8. Company Name

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

9. Vehicle Monitoring

In all Vehicles used for Collection of Task 1 or Task 2 Services, including monitoring, CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and at a minimum, a video equipment capable of capturing

forward facing footage and a Solid Waste footage as it falls into the automated Collection Vehicle, unless Director consents otherwise. Video and location monitoring is required when maintaining Hot Zones, both for the monitoring and Collection. A side-facing footage is not required for the Collection of Abandoned Waste or Bulky Items or Hot Zone monitoring. Monitoring equipment must be recording once a Vehicle leaves the yard during days of operation. Providing access to live streaming of video or GPS data to Director is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

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

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

On a monthly basis, Director may request a copy of Reports for one entire Refuse, Recyclables, and Organic Waste Collection route that a specific Collection Vehicles travel in one day. This will typically be from the time the Vehicles leaves the yard until it returns at the end of the day. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated.

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

a. Video Equipment

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

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

(1) *Forward Facing Footage*

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

(2) *Waste Collection Facing Footage*

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

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 90 calendar days or other duration approved by Director.

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

10. Special Vehicles

See Exhibit 3A3 for possible special Vehicle requirements in this Service Area. This is likely only for areas with significant mountainous terrain.

11. No Comingling of Abandoned Waste and Bulky Items

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary to allow

CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with the following circumstances:

- Small quantities of Abandoned Waste, or
- Rural areas where the distance between Occupants is great, or
- Rural areas where the road condition is poor.

If approved, CONTRACTOR must estimate the percentage based on weight of Abandoned Waste and Bulky Items collected, such as 75 percent of the load was Abandoned Waste with daily tonnages and percentages tracked for Reporting.

SECTION 4 - SERVICE STANDARDS

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

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below. All cleanups are immediate, including those outside normal working hours.

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, water, or other liquids 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. Remediation may include power washing, if deemed necessary by Director.

4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles.

CONTRACTOR shall cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

B. Private Property (Task 1 Services)

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

1. Private Property

a. Acknowledgements

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

b. Damage to Pavement: Waiver

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR'S entry and waive liability for CONTRACTOR'S damage to driveways or other pavement, in a form satisfactory to Director. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

c. Personal Injury: Indemnity

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

d. CONTRACTOR Indemnifies COUNTY

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering

Customers' Premises, whether CONTRACTOR acts in compliance or noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

2. Single-Pass Collection

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Organic 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 but must Report events to Director:

1. Unpermitted Waste

CONTRACTOR observes the presence of Unpermitted Waste at the Set-Out Site other than any Unpermitted Waste that CONTRACTOR Collects as Bulky Items;

2. Unsafe Condition

CONTRACTOR observes an unsafe condition at the Set-Out Site.

3. Not Bagged or Bundled

Solid Waste not placed in a Container, bags or bundles. Bulky Items do not need to be placed in a Container, bag, or bundle.

4. Not At Set-Out Site

A Container or a Bulky Item that is not placed at the Set-Out Site, except if a Customer has Roll-Out Service.

5. Exceed Weight Limitations

A Container exceeds any weight limitations described in Terms and Conditions.

6. Delinquent Payment

The Customer has not timely paid CONTRACTOR'S invoice for additional Task 1 Services in accordance with to item B7 of Section 7. One week prior to removing a Container for nonpayment of Customer Service Fees, CONTRACTOR shall also leave a notice for Occupants on a Container and call, e-mail or text Customer stating the deadline for payment.

7. Inaccessible Premises

The Premises are not accessible to Vehicles.

8. Contamination

a. Recyclables Containers

Refuse, Organic 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 Organic Waste in a Manure Container unless Green Waste or Food Waste is specifically allowed.

9. Unscheduled

Unscheduled excess Refuse, Green Waste, Bulky Items, and E-waste in areas requiring advanced scheduling for collection under Exhibit 3A1. CONTRACTOR shall call, e-mail, or text Occupant by next Service Day to:

- Notify of the non-collection,
- Educate and explain why waste was not Collected, and
- Schedule the Collection.

If CONTRACTOR does not Collect Occupant's discarded Solid Waste, it shall complete a non-Collection notice and leave it securely attached to Occupant's Container or Bulky Items unless it is unsafe to do so. CONTRACTOR will use the form of non-Collection notice approved by Director in CONTRACTOR Documentation. The form must describe all the following:

- The reason CONTRACTOR did not Collect Occupant's Solid Waste,
- How the Customer can correct the problem, and
- How the Customer can contact CONTRACTOR.

Additionally, if the Occupant of the serviced Premises has signed up for electronic messages, such as the Smart-eClub, CONTRACTOR shall send a text or e-mail to the Occupant.

CONTRACTOR shall Collect the Customer's Solid Waste without additional cost to the Customer at the following times:

- **Same day:** no later than 6 p.m. on the day CONTRACTOR left the Non-Collection notice, if the Customer notifies CONTRACTOR before 12 p.m. that same day, or
- **Next day:** on the next day, if the Customer notifies CONTRACTOR after 12 p.m. that same day.

D. Nondiscrimination

CONTRACTOR shall comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e-2000e(17). CONTRACTOR shall not exclude any Customer from receiving Contract Services on the grounds of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation. It shall not exclude them from participating in, deny them the benefits of, or otherwise subject them to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

E. CONTRACTOR Waste Reduction Practices (Contract Services)

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by joining the Smart-eClub in item C2 of Section 6.

F. Customer Correspondence and Other Materials (Task 1 Service)

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least eight County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

G. Publicity and News Media Relations

1. Publicity

Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or subcontractors may, without Director consent, publicize its Contract Services or indicate in its proposals and sales materials that it has been awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY'S Chief Executive Officer and County Counsel.

2. News Media Relations; Trade Journal Articles

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR'S proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR'S draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

H. Responsiveness to County (Contract Services)

CONTRACTOR shall meet the following standards:

1. Normal

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

2. Special Events

Respond to telephone message within one hour during special events, such as Mulch and Compost Giveaway Events and Annual Cleanup Events.

3. Emergency Telephone Messages

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

4. Written Correspondence

Respond to written correspondence from Director within one week of receipt.

5. Meetings

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

I. No Commingling of Solid Waste

1. No Commingling Between Areas (Contract Services)

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with the Service Area with any other Solid Waste that it Collects outside the Service Area in cities, counties, or other unincorporated areas, without prior written consent of Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste collected in the Service Area separately from records with respect to Solid Waste collected outside the Service Area, including its weight.

2. No Commingling of Different Materials (Task 1 Service)

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written consent of Director, as detailed in item M of this Section. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclable or Green Waste until after it has emptied its Refuse load at the approved facility. Additional requirements are in item G2 of Exhibit 3A1.

J. Key Personnel (Contract Services)

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in CONTRACTOR Documentation, Exhibit 17.

CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

1. Emergency Telephone Number

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

2. Lead Person

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

K. Uniforms (Contracts)

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR'S logo.

L. Confidentiality (Contracts)

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation.

CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

M. Single-Pass Collection (Task 1)

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Occupants may commingle and discard Refuse, Recyclables, and Organic Waste, and CONTRACTOR may Collect them in the same Container. CONTRACTOR shall remove Recyclables and Green Waste Containers.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a high diversion materials recovery facility that complies with SB 1383 requirements and Divert them. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

1. Approval

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on unpaved, 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 all Customers affected by the single-pass, and
- Notification to Occupants residing on the Premises being serviced.

2. Vehicles

Depending on the number of Occupants approved to use the service, CONTRACTOR may consider using standard Collection Vehicles to empty the Containers at the Set-Out Site or a vehicle such as a pickup or stake bed truck to bring empty Containers to the Occupants and transport the full Containers to an approved facility for processing.

3. Fee

If approved by Director, CONTRACTOR may charge Customers the additional fee for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7. CONTRACTOR shall continue to charge the monthly fee for Basic Service but may add the additional fee for each comingled Container requested by Customer. The fee shall be separated into two components.

- Disposal/Diversion - This is the expense related to process the waste at a more expensive facility. It may be charged to each Customer, per Container
- Transportation - This is the added expense related sending one special truck from CONTACTOR's yard to the Service Area and then to the High Diversion MRF. It may be charged as a cost shared equally by all single-pass service Customers.

For example, if one block with 12 homes on a private road was approved to use the service and each Customer requested two Containers for mixing Refuse, Recyclables, and Organic Waste. Assuming CONTRACTOR had bid $10 per Container for Diversion/Disposal and $250 for transportation, the cost billed to each home would be the Basic Service Fee + (2 x $10) + ($250/12) = $40.83. Similarly, if there were only 2 homes, the cost billed to each home would be the Basic Service Fee + (2 x $10) + ($250/2) = $145.00.

SECTION 5 - ADDITIONAL CONTRACT PROVISIONS

Exhibit 5 contains additional CONTRACT provisions that are incorporates by reference into the CONTRACT. Exhibit 5 includes the following parts:

Part 3 General CONTRACT Requirements
Part 4 Indemnifications and Insurance
Part 6 Debarment Breaches and Defaults; Suspensions; Termination
Part 8 Transfer of CONTRACT
Part 9 General Provisions
Part 10 Definitions and Interpretations of CONTRACT
Part 11 Compliance with Laws and Regulations
Part 12 Labor-Related Provisions Required in County Contracts

SECTION 6 - CUSTOMER SERVICE (Task 1 Services)

A. Facilities

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in CONTRACTOR Documentation.

CONTRACTOR may change the address by notifying Director in accordance with item A6 of Exhibit 17.

B. Telephone Service

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

1. Office Hours

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

2. After Hours

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

3. On Hold Messaging

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

4. Telephone Tree

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).

5. Answer Speed

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

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. This determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

6. Bilingual

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant. Director may also require reasonable access to other languages such as through a translation service.

7. Knowledgeable Staff

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

8. Hold Time

CONTRACTOR shall have adequate customer service representatives to ensure Customers are not on hold for more than 10 minutes.

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, Christmas tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

b. Bill Payment

The ability for Customers to review and pay their bills for Additional Customer Services under item B3 of Section 7, if they subscribe to Smart-eClub.

c. Service Requests

Requests for service collection that is not regularly scheduled, including on-call bulky waste collection, requests for extra pickups, and service cancellations.

d. Contact Us

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

e. Link

Link to Director's website, CleanLA.com.

2. Smart-eClub

To reduce paper waste and reach more readers, CONTRACTOR shall offer both the owners and occupants of serviced Premises the option to join the Smart-eClub. CONTRACTOR shall offer Customers the following Smart-eClub options:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

3. E-mail Address

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants. Emails must send an initial acknowledgement within 24 hours of receipt on business days, and response to address issues raised within 2 business days.

D. Responses to Customer Complaints and Other Correspondence

1. Resolution of Complaints

a. Call/E-mail for Service

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

b. First Complaint

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged Container was not repaired or replaced as committed.

c. Second and Subsequent Complaints

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

2. Communications Log

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR'S Quarterly Report under item A2 of Section 10.

3. Missed Collections

If Director, a Customer, or an Occupant notifies CONTRACTOR that CONTRACTOR has not Collected an Occupant's Solid Waste and not met its Performance Obligation, CONTRACTOR shall Collect at no additional charge:

- No later than 6 p.m. on the day of service, if it receives the complaint by 12 p.m.; or
- On the next service day, if the complaint is received after 12 p.m. on the day of service.

4. County's Reimbursement Costs

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

E. Service Interruption

CONTRACTOR shall monitor the Public Works Road Closure website (http://pw.lacounty.gov/roadclosures/) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director consent.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use

any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

F. Responsiveness to Customer

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

G. Setting Up or Terminating Service

1. New Customers

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer in-home Food Waste container

2. Terminating Service

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

SECTION 7 - SERVICE FEES AND BILLING

Basic Service means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

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

Customer Service Fee means the Basic Service Fee and Customer Surcharges in the Customer Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

Customer Surcharges means the amounts listed as “Surcharges” on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

Basic Service Fee means the monthly charges that CONTRACTOR bills a COUNTY for providing Collection with respect to Customer Services, without additional optional services.

Garbage Disposal Districts are structured so that property owners pay for their Basic Services through fees that are collected on their property taxes. CONTRACTOR shall invoice COUNTY and not Customers for that portion of the Contract Services.

The CONTRACTOR's bid on form PW-2.1-2.2, Schedule of Prices in Attachment 7-5, specifies the flat monthly payment rate for which the CONTRACTOR has agreed to perform the Customer Services described and specified herein upon commencement of this CONTRACT. Said monthly payment rate shall be referred to hereinafter as the initial monthly payment rate and shall be based upon the Refuse Units of the Service Area at the time the CONTRACTOR submitted its bid. The initial monthly payment rate paid to the CONTRACTOR shall be fixed and shall be the basic rate of monthly compensation upon which all subsequent adjustments of compensation shall be computed.

A count by Director of the total number of refuse units, referred to hereinafter as Refuse Units, assigned to each parcel of real property (including, but not limited to, Residential, Commercial, and Industrial Establishments, and vacant parcels) in the Service Area based on land use codes as shown by the current records of the County Office of the Assessor will be the "Basic Unit Count" upon which all subsequent adjustments of compensation are computed.

The current Basic Unit Count (number of Refuse Units in the Service Area), is shown on Form PW-2.1-2.2, Schedule of Prices. During the life of this CONTRACT, a new Basic Unit Count will be made of all Refuse Units in the District as of the first day of each July or within 20 days thereafter. If the new Basic Unit Count is not generated by the Assessor within the allocated timeframe, the Basic Unit Count from the previous contract year shall remain in full force and effect.

In making all Basic Unit Counts called for under these specifications, Director may rely on the Assessor's most current tax roll or other records, and the same are hereby agreed to be a true and correct reflection of the number of Refuse Units in the District as of the dates prescribed for computation.

Director will compute the monthly unit rate in the following manner: the initial monthly payment rate will be divided by the Basic Unit Count, thus establishing a monthly unit rate. This monthly unit rate shall prevail throughout the life of this CONTRACT, except as specifically provided for in this Exhibit 7. Director may reduce service levels included at any parcel, for SB 1383 related waivers or any other reason at the Director's sole discretion, thereby reducing the payment to CONTRACTOR accordingly. Computation described herein shall be carried to the fourth decimal place.

To determine the monthly payment rate for the second and each subsequent year of the contract, Director will multiply the current Basic Unit Count, as of July of the current year, by the monthly unit rate, thus establishing a new monthly payment rate which shall be paid monthly to the CONTRACTOR during the 12-month period beginning in September of the current year, for services performed beginning in August of the current year.

A. Customer Service Fees

CONTRACTOR shall charge Customers no more than the Customer Service Fees in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Customer Service Fees are subject to a rate adjustment as specified in Exhibit 7.

1. No longer used

2. Surcharges

Surcharges will be added to the Basic Service Fee. See Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. Billing Fees

- 10 percent late fee
- $25.00 for interruption of service
- $25.00 fee on returned checks

b. Extra Containers

c. Difficult to Service

d. Roll out Service

(1) *Non-Elderly or Non-Disabled*

(2) *Elderly or Disabled*

CONTRACTOR shall provide this service, without additional charge to Customer, for Occupants who are Elderly or Disabled and certify to the CONTRACTOR that there is no able-bodied individual in the household who can roll-out Cart to the Set-Out Site.

e. Additional Bulky Item Collection

f. Excessive Container Exchanges

g. Manure Service

h. Bear Resistant Carts

i. Recyclables Cart with Gravity Lock

j. Monthly Container Cleaning

k. Container Removal and Return

3. Basic Service Fee Discounts

CONTRACTOR shall subtract the following discounts. CONTRACTOR is not to charge more than the amounts in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. Senior Discount for Additional Services (25 percent)

CONTRACTOR shall not discount the Basic Service Fee but shall discount any additional services 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. Customer Invoice and Payment

While fees for Basic Services within a GDD that are included in a property's allotment are paid though the property tax bill and shall not be billed by CONTRACTOR to the Customer, any additional surcharges as identified in item A2 of Section 7 are to be billed to the Customer.

1. Invoice Content

CONTRACTOR shall include in its Customer invoice the following information:

a. Contact Information

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

b. Itemized Costs

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee, if any.

c. Paperless Option

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

2. Frequency

CONTRACTOR shall invoice Cart Customers quarterly following the Calendar Year quarter and Dumpster Customers (if applicable) monthly, or an alternate frequency as approved by Director.

CONTRACTOR shall not bill Customers for their Basic Services. For Method of Payment to COUNTY for these services, see item J of Exhibit 3A1. However, surcharges for Task 1 Services are to be billed to Customers quarterly, three months in advance. Bills shall be sent on or after the first day of the billing period. Payment in full is due no later than the last day of the first month. For example, bills are sent on April 1 for the billing period of April, May, and June and due on April 30.

If Customer fails to pay bill, see item B7 of this Section for actions to be taken.

3. Electronic Invoicing

To reduce paper waste, CONTRACTOR shall make available to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR'S website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR'S website.

4. Inserts

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

5. Electronic Payment

CONTRACTOR shall make available to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR'S website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

6. Refunds

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Task 1 Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at ten percent per annum from the date originally overcharged until the date refunded.

7. Late Payment

Plain Language Table

Elapsed Time	Action

1st day of period	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 Additional Customer Services, container removal, and interruption fee
3 months	Additional Customer Services stopped
3.25 months	Notify Director of any anticipated Container removals
3.5 months	Extra Containers removed, apply interruption fee

a. Residential Customers (Quarterly Billing)

Residential Customer payment of bills for Additional Customer Services 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 penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Residential 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 Residential 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 three months, additional Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, additional Task 1 Collection Service may be interrupted by removing any extra Containers from the premises and an interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

b. Commercial Customers (Monthly Billing)

Commercial Customer payment of bills for Additional Customer Services are due to CONTRACTOR no later than the last day of the month. The following are the required warning notices and maximum penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Commercial 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

Commercial Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping additional service and Container removal. If payment is not received after three months, additional Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, additional Task 1 Collection Service may be interrupted, and any extra Containers removed from the premises and an interruption fee may be charges upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing extra Containers.

8. 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.

9. Returned Check Fee

A fee on returned checks (insufficient funds) may be charged to Customer.

C. County Service and Fees

1. County Service Fees and Maximum Contract Sum

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR County Service Fees. The fees are specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of $[_____]** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

a. Abandoned Waste Not Commingled

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards http://www.calrecycle.ca.gov/LGCentral/Library/dsg/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 electronically pay via direct deposit County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The itemized invoice shall contain a reference to the name of the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

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

CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, fullness of Public Receptacles, and photographs of Collected Abandoned Waste. Use of this application will minimize the amount of documentation required to be submitted where invoices will only need to include the total tons collected during the month. However, not using the application will require detailed invoices be submitted indicating the location of items collected and a brief description. The TMP application is currently based on an Environmental Systems Research Institute, Inc. (ESRI) program that requires a license fee per user of approximately

$500 per user, to be paid by CONTRACTOR. See item A1b of Exhibit 3A2 for more details on the application.

a. Abandoned Waste - Weekly Collection

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

CONTRACTOR may request a fee for the tons Collected. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless requested by Director.

b. Abandoned Waste - Hot Zone Daily Monitoring and Collection

(1) Monitoring All Hot Zone Locations

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day.

For example, for a $1.00 rate for 500 feet, CONTRACTOR may request $1.00 x 500 x 22 days = $11,000 per month.

(2) Additional Hot Zone Monitoring

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

(3) *Collection and Disposal*

There is no special fee for Abandoned Waste collected in a Hot Zone. Rather the weight is to be included in the waste collected under item a. above, in this billing section.

c. Public Receptacles

(1) *Existing*

CONTRACTOR may request a fee equal to the number of Collections made from Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

(2) *Additional*

CONTRACTOR may request a fee equal to the number of Collections made from additional Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

(3) *Mixed Waste Processing Facility*

Director reserves the right to require some or all waste Collected from Public Receptacles to be processed at a mixed waste processing facility to recover Recyclables. CONTRACTOR and Director must agree to a price for this service.

d. No Longer Used

e. Homeless Encampments

(1) Abandoned Homeless Encampments

CONTRACTOR may request a fee equal to the number of Collections made during the cleanup on an abandoned homeless encampment during the month.

(2) Occupied Homeless Encampments

CONTRACTOR may request a fee equal to the number of each bag, box, or Dumpster Collection made each week at homeless encampments during the month.

f. Emergency Assistance

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item A2 of Section 3 and the associated item F of Exhibit 3A2, in strict accordance with the service specifications set forth herein, to the satisfaction of Director, to pay the CONTRACTOR County Service Fees at the fee specified in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7.

g. Litter Collection

(1) *In Alleys*

CONTRACTOR may request a fee equal to the rate per mile of Alleys, Collected during the cleanup of the right-of-way during the month.

(2) *As-Needed*

CONTRACTOR may request a fee equal to the number of hours spent Collecting during the cleanup of the right-of-way during the month.

(3) *Additional*

CONTRACTOR may request a fee equal to the additional number of hours spent Collecting during the cleanup of the right-of-way during the month.

4. Payment Exceeding Maximum Contract Sum

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed Maximum Contract Sum.

5. Request Work

The CONTRACTOR understands and agrees that only Director is authorized to request or order work under this CONTRACT. The CONTRACTOR acknowledges that the designated authorized representative is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation more than this CONTRACT's Maximum Contract Sum.

6. Performing Work to Exceed Maximum Contract Sum

The CONTRACTOR shall not perform or accept work requests from the designated authorized representative or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.

7. Budget Reduction

If the Board of Supervisors adopts a budget for any Fiscal Year that reduces the salaries or benefits paid to most COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to correspondingly reduce the following:

- The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and
- The Maximum Contract Sum.

Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all the services set forth in this CONTRACT. Director's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

8. Deductions

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

9. No Payment Following Expiration/Suspension/Termination of CONTRACT

CONTRACTOR shall make no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any County Service that CONTRACTOR provides after the expiration, suspension, or other termination of this CONTRACT. If CONTRACTOR receives any such payment, it shall immediately inform Director and repay all that payment to COUNTY. Payment by COUNTY for County Services rendered after expiration, suspension, or termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration, suspension, or termination of this CONTRACT.

10. No Longer Used

11. Change in Service Area

It is understood that the monthly compensation to be paid to the CONTRACTOR may be increased in proportion to the enlargement of the boundaries of the Service Area or to expansion of the area to be served, and the monthly compensation may be decreased if the area to be served decreases such as diminution of the size of the Service Area. This also

included a change in the number of public receptacles and a change in the number or length of Hot Zones.

12. Dissolution of Service Area

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A 2 of Section 1.

SECTION 8 - WASTE CHARACTERIZATIONS/EVALUATIONS

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 waste evaluations to assist County in compliance with SB 1383, Article 3, Section 18984.5(c).

1. Methodology

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

2. Frequency

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

C. Facility Results

As required in item A2f of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

SECTION 9 - RECORDS

CONTRACTOR'S obligations and COUNTY'S rights in this Section survive the term.

A. Record Maintenance and Retention

1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

2. Disposal Records

CONTRACTOR acknowledges:

a. Claims

That COUNTY may need to respond to claims under CERCLA or similar applicable laws with respect to Disposal of Solid Waste.

b. Quantity

COUNTY'S need to determine the quantity, location, and date of CONTRACTOR'S Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

C. Inspection and Review of Records

Upon 5 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, excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR shall allow Director or its contractor to use CONTRACTOR's copy machine, provided it does not interfere with CONTRACTOR's operations. 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 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 cost of the expenses for the review if the review reveals a discrepancy of $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 will give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of Customer or County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees or other payments. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 16.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY'S maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

D. Copies of Audits

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law.

Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)

E. Submission of Records

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records using COUNTY's Solid Waste Information Management System (SWIMS) forms or similar system as directed by DIRECTOR, 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. CONTRACTOR is to use a similar system as directed by DIRECTOR

Because COUNTY's rate adjustment methodology requires details on the tonnages of Refuse, Recyclables, Organic Waste, and Manure, and the fees per ton associated with the Disposal and Diversion of those materials, that data must be included in the monthly report. If the SWIMS reports do not contain a place for any of that data, it is to be emailed separately.

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 Organic Waste

Number of loads and tons of materials in Recyclables or Organic 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 and address of Non-Collection notices issued and the reasons for issuance.

d. Customer List

CONTRACTOR customer service list (a SWIMS form), which includes a list of all current and closed accounts, account numbers, name associated with each account, customer addresses, level of service provided at each address, any surcharges, 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.

GDD contracts will need to include all locations receiving service, both those who receive only the service paid through their property taxes and those who pay for Additional Customer Services;

e. Containers Removed Upon Director Request

(1) *Carts or Dumpsters Stored in Right-of-Way*

Number and addresses of Containers removed, fees charged, and Containers returned, per item D3e of Exhibit 3A1.

(2) *Carts, Dumpsters, or Roll Off Bins Abandoned*

Number and addresses of Containers removed, per item C of Exhibit 3A2.

f. Waste Characterizations

Results of any waste characterizations or evaluations performed, per Section 8.

g. Occupants with Inadequate Service

Addresses, existing service levels, and suspected issue.

h. Landfill Vouchers

Serial number and type of solid waste for each landfill voucher that was redeemed during the quarter, as required in item H3 of Exhibit 3A2.

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. Provide a summary of the Task 2 Services provided under Exhibit 3A2, consisting of the following:

- Item A - Tons of abandoned waste removed from the public right-of-way (sidewalks, streets, and alleys), including any Hot Zones.
- Item B - Collection made from Public Receptacles.
- Item E - Services provided to Homeless Encampments
- Item F - Any emergency assistance provided
- Item G - Any litter collection provided
- Item H – Number of landfill vouchers provided to COUNTY or redeemed by Occupants or Customers

e. Scavenging

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

f. Vehicles

An inventory of Vehicles assigned to the service area and information on each Vehicle including its number, fuel type, year, make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material collected, and number of accounts being serviced. CONTRACTOR shall update and submit

immediately if any Vehicle, route or information has changed during the prior year.

4. Reports of Violators

If CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area that are not authorized by Director or are in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR'S report; and
- Any other information or documentation about the Violator and CONTRACTOR'S report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY about any act of a Violator.

B. Submission of Reports

CONTRACTOR shall submit Reports in a format compatible with COUNTY'S computers and shall submit reports using the following methods:

1. Monthly Reports

Submitted electronically by using forms available through COUNTY's Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, in accordance with this Section and Section 12.

2. Quarterly Reports and Annual Report

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section and Section 12.

C. Reporting Adverse Information

CONTRACTOR shall provide Director copies of all reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;

- The Securities and Exchange Commission;
- Any other Regulatory Agency;
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR'S submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

D. County's Right to Request Information

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

A. Director's Right to Provide Contract Services

1. Events

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers Services in either of the following events, as determined by Director in its sole discretion:

a. CONTRACTOR Does Not Provide Service for a Period of 48 Hours

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, and
- 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/or Task 2 Services, which notice is effective immediately, but must confirm oral notice with a written Notice within 24 hours thereafter.

3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Task 1 and Task 2 Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

4. Rental and Other Compensation

a. Uncontrollable Circumstances

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs for the specific items set forth below.

(1) *Rental Fees*

Rental fees for the use of CONTRACTOR's equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

(2) *Vehicles*

CONTRACTOR'S Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

(3) *Personnel*

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in this section, 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. Task 1 Customer Services - Response to Emergencies

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the policies below with written Notice regarding Task 1 Customer Services. CONTRACTOR is not required to promote items 1, 2 or 3 to the public.

1. No Stop Service

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to the emergency.

2. No Late Fees

CONTRACTOR shall not charge late fees on bills unpaid amount incurred during the emergency. Not applicable to debt prior to the emergency.

3. Extended Payment Option

CONTRACTOR shall allow Customers up to 12 months after an emergency is declared over to make monthly payments to debt incurred during the emergency without late fees or interest. Not applicable to debt predating the emergency or fees for services after the emergency.

4. Adjustment of Existing Services

Director shall consider implementing changes such as the following and will Notify CONTRACTOR if such changes are implemented:

- **Non-essential services suspended**
  - Annual Cleanup Events delayed
  - Compost/Mulch Giveaways delayed
  - Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in
- **Collection hours are expanded to 6 am to 8 pm**
- **Time required for Customer to remain on hold before speaking to a live customer service representative** may be extended but Director must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
  - Biweekly Green Waste
  - Biweekly Recyclables (residents stockpile and compact their containers to fit more)
  - Alternating weeks of Recyclables and Green Waste
  - Comingled trash with Recyclables and/or Green Waste with Refuse

5. Contract Extension

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, COUNTY may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of items 1, 2, and 3. Any extension under this provision requires mutual agreement by both Director and CONTRACTOR.

For example, if a global pandemic is declared a state-wide emergency and Director requested no stoppage of service, no late fees, and an extended payment option, over a period of 12 months, Director would consider extending the Term by 12 months.

C. Backup Service Plan

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, pandemics, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless specifically noted below.

1. Provide Conveniently Located Dumpsters or Roll-off Containers

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

2. Offer Self-hauling of Solid Waste to a Facility

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to directly transport and Dispose of their solid waste at said facility, 6 days per week. The CONTRACTOR shall further ensure that the facility only charges the Customer for disposal costs for quantities exceeding 500 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

3. Inform Customers of Temporary Procedures

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.
- Post on social media.

4. Credit Policy for Missed Contract Services

a. Missed Curbside Collection

(1) *Basic Services (Paid by COUNTY)*

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically reduce invoiced amount to COUNTY for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit COUNTY 2/13 of that quarter's fee toward the next quarter's fee.

(2) *Additional Services (paid by Customer)*

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer the amount of the additional services surcharge for each missed collection.

b. Other Customer Services

When CONTRACTOR is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

5. Provide Replacement Drivers and Security

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to offer temporary drop-off locations for Occupants. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation for any Occupant that is dropping off their waste.

6. Identify Customers Requiring Priority Service

CONTRACTOR shall contact the elderly and disabled Occupants with Roll-out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

D. Use of Goods, Services and Property

1. Cart Acquisition Contracts

CONTRACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Carts outright without encumbrance, any Cart Acquisition Contract must allow the Guarantor, COUNTY or COUNTY designee to do all the following:

- Assume CONTRACTOR's obligations under the Cart Acquisition Contract,
- Take use and possession of the Carts, and
- Obtain the benefits of any outstanding Cart warranties.

"**Cart Acquisition Contract**" means an instrument establishing a security interest in the Carts or that otherwise encumbers or limits CONTRACTOR's interest in Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

2. Inventory

CONTRACTOR shall store unused Carts in a secure location. CONTRACTOR shall update its Cart inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

3. Insurance

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

4. Vehicle Certification for FEMA

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.

SECTION 12 - ENFORCEMENT OF CONTRACT

A. As Provided by Law

Either Party may avail itself of any remedy available under law.

B. COUNTY's Additional Remedies

Without limiting COUNTY'S remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

C. Injunctive Relief

CONTRACTOR acknowledges that COUNTY'S remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Task 1 and Task 2 Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;

- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY'S Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR'S), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;

- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services comparable to Task 1 and Task 2 Services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and

- COUNTY'S reliance on CONTRACTOR'S technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

D. Recovery of Damages

1. Compensatory

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;

- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs incurred by COUNTY to provide or reprocure MSW Management Services in lieu of Task 1 and Task 2 Services;

- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and

- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR'S misrepresentation regarding contingent fees in Attachment 5-9H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

2. Liquidated Damages

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

a. COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.

b. COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.

c. Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.

d. The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.

e. In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially

greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

f. The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.

g. Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR'S Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

E. County's Reimbursement Costs

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY'S Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Costs incurred because of CONTRACTOR'S Breach, including failure to maintain insurance.

F. Waiver

No waiver by County of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

SECTION 13 - UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)

A. Protocol

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR'S dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

B. Prohibition on Collection

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organic 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 by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this CONTRACT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this CONTRACT had been delivered had been signed using a handwritten signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

B. Authority to Execute

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.

SECTION 15 - PERFORMANCE ASSURANCE

A. Performance Bonds, Other Security

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all 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
Belvedere GDD Mesa Heights GDD	[Amount] [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 any Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

B. Further Assurances

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of in the following events:

1. Labor

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

2. Tipping Fees

CONTRACTOR does not pay an Identified Solid Waste Facility for services.

3. Employee Wages

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pays employment–related taxes or fees.

4. County

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

5. Meet Obligation

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:

- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

"Assurance of Performance" means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 17 will have a sample listed below.

A. Maps

1. **Service Area and Collection Schedule**
2. **Hot Zones**
3. **Difficult to Service**
4. **Bear Zone**
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. **Refuse Units**
6. **Tonnages**
7. **Parcels**

D. Outreach

1. **COUNTY and CONTRACTOR Letters**
2. **Non-Collection Notice**
3. **Customer Terms and Conditions**
4. **Service Brochure**
   - ***a. Residential***
   - ***b. Multi-Family***
   - ***c. Commercial***
5. **Rate Sheet**

E. SWIMS

1. **Form C**
2. **Form L**
3. **Form T**
4. **Form V Vehicle List**

SECTION 17 - CONTRACTOR DOCUMENTATION (Contract Services)

A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

B. Changes in CONTRACTOR Documentation

1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

From: Director Designee
Sent: Tuesday, May 09, 2017 4:55 PM
To: waste hauler
Cc: Business Relations and Contracts Division
Subject: Service Area Name - Acknowledgement of Notice

Acknowledgment: CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee
Senior Civil Engineer
Los Angeles County Public Works
Office: 626-458-3573

2. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

From: Director Designee
Sent: Tuesday, May 09, 2017 4:55 PM
To: waste hauler
Cc: Business Relations and Contracts Division
Subject: Service Area Name - Acknowledgement of Consent

Acknowledgment: I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee
Senior Civil Engineer
Los Angeles County Public Works
Office: 626-458-3573

IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CONTRACTOR

By _____
President

_____
Type or Print Name

_____
Secretary

_____
Type or Print Name

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EXHIBIT 3A1 – Task 1 Services

Refuse, Recyclables, and Organic Waste Cart and Dumpster Services to Occupants at Residential, Multifamily, and Commercial Premises

A. No Longer Used

B. Solid Waste Collection Requirements

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

1. Days Authorized to Collect

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

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

For each Occupant CONTRACTOR shall Collect Recyclables and Organic 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 or to Collect the next business day. Notification shall be to the COUNTY's designated contract administrator and their supervisor but notification outside of the Director's regular business hours must also include the COUNTY's authorized representative in Attachment 5-9G and their assistant. Director may request a proposal for measures to be taken to maintain the scheduled service without delay or interruption.

CONTRACTOR shall not Collect in School Zones within 30 minutes of the school's starting time and ending times, or at any time that children are present.

CONTRACTOR shall use Reasonable Business Efforts to adjust the early morning start point of Collection routes to address and minimize Occupant complaints.

3. Collection Frequency

CONTRACTOR shall Collect Solid Waste on the scheduled Collection Day, at least once per week from Occupants. The frequency of Collection may be reduced at the discretion of Director. For example, the Collection frequency of Refuse may be reduced if Food Waste is not allowed in the Refuse Container or Recyclables Containers Collection frequency may be reduced to every other week.

Customers may increase the frequency of their Collection for an additional charge for the Customer Service Fees provided on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. Increased Frequency, No Total Weekly Capacity Change

Dumpster Customers may also reduce the size of their Container(s) and increase the frequency of Collection to offset the loss of capacity. CONTRACTOR must negotiate with Customer what day the extra service occurs. Customers would pay an additional charge for the Customer Service Fees provided on Attachment 7-2, Task 1 Service Fees of Exhibit 7, equivalent to the cost for transportation and nothing extra for Disposal/Diversion. The assumption is that the labor to provide Collection Service is 0.7 of the total cost and disposal is 0.3 of the total cost.

For example, a business may not have space for two 3-cubic yard Refuse Dumpsters (6-cubic yards per week), included in their 12 Refuse Unit allocation, and they request a single 3-cubic yard Dumpsters serviced twice per week (6-cubic yards per week). The charge to the Customer would be the cost of one 96-gallon Refuse Container (not Refuse Unit) multiplied by 0.7. Assuming each Refuse Unit is $21 ($7 Refuse, $6 Recyclables, $8 Organic Waste), the monthly rate would be 12 Refuse Units x $21 + 0.7 x $7 = $256.90.

b. Increased Frequency, Total Weekly Capacity Decrease

Dumpster Customers may also reduce the size of their Container(s) by 2/3 and increase the frequency of Collection to offset the loss of capacity. CONTRACTOR must negotiate with Customer what day the extra service occurs.

For example, a business may not have space for two 3-cubic yard Refuse Dumpsters, included in their 12 Refuse Unit allocation, and

they request a single 2 cubic yard Dumpster serviced twice per week. There would be no additional charge to the Customer.

c. Multifamily Residences, Hotels and Motels, Businesses, Commercial Establishments, and Industrial Establishments

At no additional charge, CONTRACTOR shall Collect Refuse, Recyclables, and Organic Waste from Multifamily Residences, hotels and motels, businesses, Commercial Premises, and industrial establishments that have five or more Refuse Units utilizing Dumpster(s) twice each calendar week, on the same day(s) of each week, between the hours of 6 a.m. and 6 p.m., excluding Sundays and Holidays. The frequency of Collection for Refuse, Recyclables, and/or Organic Waste may be reduced at the discretion of Director.

d. Commercial Food Establishments

At no additional charge, CONTRACTOR shall make daily Collection of Refuse, Recyclables, and Organic Waste from commercial food establishments between the hours of 6 a.m. and 6 p.m., except on Sundays and Holidays. Commercial food establishments shall include restaurants, food markets, bakeries, catering establishments, and/or other food processors, manufacturers, or distributors located within the Service Area. The frequency of Collection for Refuse, Recyclables, and/or Organic Waste may be reduced at the discretion of Director.

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.

Service Areas or portions thereof without an existing Director-approved Collection schedule shall have one developed by CONTRACTOR and approved by Director.

5. Holidays

CONTRACTOR may 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 Occupants and on Sunday for Commercial Occupants.

C. Diversion

1. Divert Materials

a. Refuse Transport and Disposal

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility in Contractor Documentation in Exhibit 17. CONTRACTOR may be directed to use facilities designated by Director, as provided in item F2 of Exhibit 3A1.

b. Recyclables Transport and Processing

(1) Facility Designated in Exhibit 17

CONTRACTOR shall transport all Recyclables that it Collects to the Processing facility that it designates in Contractor Documentation in Exhibit 17, such as a materials recovery facility.

(2) Facility Standards

Director reserves the right to set Processing facility standards, review documentation, and inspect facilities in the future and not allow use of facilities that do not meet Director's standards.

(3) E-Waste

CONTRACTOR shall Recycle and dismantle all E-waste that it Collects into materials that meet commercial standards for marketable commodities such as metals, plastic, and glass in

a facility that operates within the United States. CONTRACTOR shall not ship any other E-waste or E-waste components outside the United States. CONTRACTOR shall demonstrate compliance with this subsection in the form of an affidavit from the proposed E-waste recycler.

c. Organic Waste Transport and Processing

(1) Facility Designated in Exhibit 17

CONTRACTOR shall transport all Organic Waste (Green Waste and Food Waste) that it Collects from Green Waste Containers and/or Food Waste Containers to the Processing Facility that it designates in Contractor Documentation in Exhibit 17.

(2) SB 1383 Compliance

CONTRACTOR shall transport Organic Waste to facilities that are compliant with SB 1383 requirements, as set forth in Article 2, Section 18983.1(b), except that land application is not allowed under this CONTRACT. Land application will only be allowed with written approval by Director due to a lack of other viable facilities.

Contractor shall secure adequate, verifiable Organic Waste Diversion capacity to handle all of the Organic Waste that it Collects in accordance with this CONTRACT.

d. Manure Transport and Processing

If CONTRACTOR must Collect Manure in the Service Area, CONTRACTOR shall transport Manure to the Processing Facility that it designates in Contractor Documentation in Exhibit 17.

2. Reasonable Business Efforts to Divert

CONTRACTOR shall use Reasonable Business Efforts to Divert the following materials that it Collects:

a. Bulky Items

Bulky Items in accordance with item H3 of this Exhibit and item B of Exhibit 3A3.

b. Abandoned Waste

Abandoned Waste Collected in accordance with Exhibit 3A2

c. *Excess Solid Waste*

Excess Solid Waste Collected in accordance with item H3 of this Exhibit and item B of Exhibit 3A3.

d. *Manure*

Manure observed in Refuse Containers by offering Manure-only Containers

CONTRACTOR shall Dispose the items, listed in this subsection, Collected from Customers and Occupants pursuant to this CONTRACT in accordance with the following hierarchy:

1. Reuse, as-is
2. Disassemble, for reuse or Recycling
3. Recycle
4. Conversion
5. Disposal

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

3. Source Separation and Organic Waste Diversion

CONTRACTOR is required to assist COUNTY to comply with all applicable laws, including SB 1383 which requires the State to achieve Organic Waste Disposal reduction targets.

COUNTY intends to have Organic Waste Diverted from landfills at the start of this CONTACT. However, COUNTY reserves the right to either delay implementation, stop, or start Organic Waste Diversion at any time. Therefore, CONTRACTOR is to include amounts for Diversion and Disposal in Form PW-2.1-2.2, Task 1 Schedule of Prices. Note the following:

- Recyclables will include wood, dry lumber, and textiles as part of the Bulky Item Collection but are not to be placed in the Recyclables Cart.
- Containers at Homeless Encampments will be treated as public receptacles and therefore not considered Unsegregated Single-Container Collection Services as set forth in Section 18984.3 of SB 1383 and therefore such waste is not required to go to a high diversion Organic Waste processing facility.

a. Residential Occupants with Carts and/or Dumpsters

COUNTY has determined that compliance with SB 1383 Article 3, Section 18984.1: Three-Container Organic Waste Collection Services is the best methodology to implement the requirements of SB 1383 for Residential Occupants using Carts and/or Dumpsters and must be used by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR may submit an alternate method with a corresponding bid price for approval by Director.

Green Container will be for all Organic Waste and its contents shall be transported to a facility that processes source separated Organic Waste, unless a separate Food Waste Container is provided. Occupants will not be permitted to place Organic Waste, including Food Waste, in the Refuse Container. Occupant must source separate Organic Waste in the Green or Food Waste Container. When CONTRACTOR discovers Prohibited Container Contaminants, CONTRACTOR shall follow procedures described below in item d of this Exhibit 3A1, C3.

b. Multifamily Occupants with Dumpsters

COUNTY is considering compliance with SB 1383 Article 3, Section 18984.2: Two-Container Organic Waste Collection Services, (a)(2), via a two-container system where a blue Recyclables Dumpster and gray Refuse Dumpster may be the best methodology to implement the requirements of SB 1383 for Multifamily Occupants using Dumpsters. CONTRACTOR is to submit a bid price for this method in addition to the bid price for placing the Food Waste in the Green Containers, as in item a above. This service would require the use of an approved high-diversion materials recovery facility.

c. Commercial Occupants with Dumpsters

COUNTY has determined that compliance with SB 1383 Article 3, Section 18984.1: Three-Container Organic Waste Collection Services is the best methodology to implement the requirements of SB 1383 for Commercial Occupants using Dumpsters and must be used by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR may submit an alternate method with a corresponding bid price for approval by Director.

Furthermore, item (a)(6)(A) of Section 18984.1 will be used for additional segregation of Organic Waste by proving a Food Waste Container with a brown lid for Food Waste and its contents shall be transported to a facility that processes source separated Organic Waste.

D. Containers

1. Standard Containers

CONTRACTOR shall offer to provide to Occupants for each Refuse Unit assigned to the parcel, the Containers listed below. Note that most larger multi-family and Commercial Occupants use Dumpsters.

a. One 96-gallon Refuse Cart;
b. One 96-gallon Recyclables Cart; and
c. One 96-gallon Green Waste Cart or upon Occupant request one 32-gallon Food Waste Cart with one 64-gallon Green Cart.

Alternate standard containers for compliance with SB 1383, Section 18984.2, Two-Container Organic Waste Collection Services:

d. Two 96-gallon Refuse Carts; and
e. One 96-gallon Recyclables Cart.

COUNTY may offer rebates directly to Customers that use fewer or smaller Containers than what they are entitled to through their payment of GDD fees that are collected on their property tax bills. This includes de minimis or space waiver issued by COUNTY in connection with SB 1383. Director will provide a list to CONTRACTOR of those parcels with reduced service levels and therefore adjust the monthly unit rate of compensation set forth in PW-2.1-2.2, Schedule of Prices in Attachment 7-5.

Since Dumpsters are typically only available in sizes with whole numbers, for parcels with an odd number of 3 or more Refuse Units, CONTRACTOR shall round up Dumpster capacity volumes to next cubic yard whole number at no additional cost to COUNTY or Customer. For example, a store assigned 3 Refuse Units is entitled to 1.5 cubic yards of capacity each week and shall be offered a 2.0 cubic yard Dumpster.

Parcels identified as vacant by the Office of the Assessor shall not considered as having an Occupant and therefore exempt from being provided Containers, as discussed in item 7, Vacant Properties of Section 1, item B, Exclusions from Service.

2. Extra or Larger Capacity Containers

If Customer requests an extra Container or larger capacity Container for Refuse, Recyclables or Green Waste/Food Waste beyond the carts as described above, the Customer shall pay CONTRACTOR the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. CONTRACTOR shall credit existing charges towards the upgraded service.

For example, if Customer requests a 4-cubic yard Dumpster but their assigned Refuse Units are 6, which would be a 3-cubic yard Dumpster, Contractor shall only charge the 1-cubic yard difference of cost between different sizes.

3. Delivery, Removal, and Exchanges

Within seven calendar days after receiving a Customers or Occupant's request for commencement or changes in Collection of Solid Waste, CONTRACTOR shall deliver Container of the Customer or Occupant's requested capacity or replace existing Container with substitute Containers of the Customer or Occupant's requested capacity. CONTRACTOR shall charge a fee according to the following:

a. Starting or Stopping Service

CONTRACTOR shall not charge for delivery or removal of Containers upon starting or terminating service.

b. One Annual Exchange of Containers

CONTRACTOR shall exchange one or more Containers for one or more Containers of a different size if requested by Customer or Occupant once each Calendar Year at no extra charge.

For example, a Customer or Occupant may ask CONTRACTOR to exchange its 96-gallon Refuse and Recyclable Containers for 64-gallon Container at no charge.

c. Multiple Exchanges of Container(s)

If a Customer asks CONTRACTOR to exchange Container(s) more than once each Calendar Year as described in item b above, CONTRACTOR may charge Customer the amount provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

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

d. Cleanliness of Containers

While CONTRACTOR is not obligated to provide new Containers to Occupants, they must provide clean Containers. This includes the delivery of additional Containers, exchange of Containers, or washing used Containers.

(1) At Contract Start for Used Containers

Starting within 3 months of Commencement Date, CONTRACTOR is to arrange and coordinate cleaning the inside of all of the Customer's Containers if those Containers were not new at the Commencement Date.

However, Director may determine the cleaning is not necessary and in lieu of the service, require the monthly rate be reduced by the cleaning costs, as indicated on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

(2) Annual Cleaning of Green Waste and Food Waste Containers

Starting in the 2nd Contract Year, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Green Containers once per Contract Year. If applicable, Food Waste Containers are to be included in the cleaning. The service is to be promoted in an article in the outreach materials.

However, Director may determine the cleaning is not necessary and in lieu of the service, require the monthly rate be reduced by the cleaning costs, as indicated on Attachment 7-2, Task 1 Service Fees of Exhibit.

(3) Monthly Cleaning by Customer Request

Starting within 6 months of Commencement Date, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers up to monthly, or other frequency determined by Director. CONTRACTOR may pass the cost of the cleaning on to Customers for the surcharge provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. The service is to be promoted in an article in the quarterly newsletter or postcards, requiring Customers to contact CONTRACTOR to request the service and agree to pay for it. While this service is intended for Containers with Food Waste, it is to be available for any or all Containers.

This service may be offered either for every Customer on a Service Day is cleaned on the same day or scattered throughout the month. Additionally, CONTRACTOR may choose to exchange Containers with clean ones.

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

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

(1) Third-Party Containers

At the request of Director, for containers not owned by CONTRACTOR, CONTRACTOR shall, at no charge to COUNTY or Customer:

- Remove any container, including Carts, Dumpsters and roll-off bins that COUNTY deems abandoned, within two Service Days of request.
- Arrange for the Disposal or Diversion of Solid Waste within the container.
- Reuse, Recycle, or resell container.
- Notify Director to confirm removal.

(2) CONTRACTOR's Containers

At the request of Director, for Containers owned by CONTRACTOR, CONTRACTOR shall, at no charge to COUNTY:

Warn (only upon direction from Director)

- Tag Containers with a warning Notice that Solid Waste may not be stored in the right-of-way and the further leaving out of the Containers may result in their removal and a fee to return them.

Remove (only upon further direction from Director)

- Take photographs of Containers and make available to Customer and Director, upon request.
- Remove any Cart or Dumpster from the Right-of-Way, within two Service Days.
- On the same day as removal, contact Occupant and Customer by telephone and by text or email to notify them of the removal, the reason for it, and how to have it returned.
- Charge Customer the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Note

that this surcharge may be increased by 25 percent for each additional occurrence within the past, rolling 12 months. For example, if the first time the fee was $20, one month later it would be $25, three months after that would be $31.25, but 14 months later it would be back to $20 (or whatever the current Basic Service Fee is with applicable rate adjustments).

- Charge an additional surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7, if the Set-Out Site contains Solid Waste that CONTRACTOR places inside Containers upon their return.

Return

- Return Container(s) to Occupant within two service days of Customer's willingness to pay the return fee, such as having it added to the next quarterly bill.

Notify Director

- Notify Director of the status of removals, payment of surcharges, and the return of Containers.

4. Repair and Replacement

a. Identification/Reporting

CONTRACTOR shall repair or replace damaged Carts that it observes are damaged when providing service and upon request from Director, Customer, or Occupant.

b. Fee

CONTRACTOR will repair or replace Containers without cost, except in the circumstances below. CONTRACTOR may charge the Customer for the actual cost of repair or replacement of Containers when:

- A Container is missing but Customers or Occupants do not report the theft of the Container to the police.
- The Container is damaged due to Occupant negligence such as disposing of hot ashes inside the Container or over-filling the Container so that lifting it damages the Collection Vehicle. Director's determination of Occupant negligence is final.

c. Repair or Replacement

CONTRACTOR shall repair or replace damaged Containers within two Service Days after CONTRACTOR observes the damaged Container or when requested by Director, Customer or Occupant. "Damage" includes missing or inoperable lids.

5. Placement (Set-Out Site)

CONTRACTOR shall arrange for the location of a Set-Out Site directly with Occupant. If no arrangement is made, then the default location is the curb of the street for the address of the Occupant or in the alley behind the Customer's property. CONTRACTOR move Containers from an alternate location and return them, when providing roll-out service under item I of this Exhibit.

CONTRACTOR shall return empty Containers upright and to their Set-Out Sites. CONTRACTOR shall not impede pedestrian or vehicular traffic. The Set-Out Site should be located at the curb or as otherwise provided in County Code Section 20.72.100, except during heavy rains when CONTRACTOR shall return Containers approximately 2 feet from the curb to keep the gutter unobstructed and prevent the Containers from being washed away.

6. Inventory

CONTRACTOR shall maintain an adequate inventory of Containers and lids of each type and capacity to provide Customers and Occupants replacements within two Service Days of request. When determining adequacy, CONTRACTOR shall consider the nature of Set-Out Sites. For example, Carts placed on unlevel Set-Out Sites, such as in mountainous areas without curb and gutter, may be damaged more frequently than those placed in level Set-Out Sites. Therefore, CONTRACTOR must maintain a larger inventory of Carts for those areas.

CONTRACTOR shall notify Director if inventory is inadequate, including an explanation of why inventory dropped below the two-Service Day standard. For example, CONTRACTOR might submit its timely order for Containers but receive them later than manufacturer originally represented due to manufacturer's backlog or other delay.

7. Graffiti

CONTRACTOR shall remove any graffiti and other markings that deface or detract from the aesthetic quality of the Containers within seven calendar days of its Vehicle drivers' or route supervisors' observation and report, or upon request of Director or any other Person. If the graffiti is comprised of

obscenities, removal shall be within two Service Days. Instead of removing graffiti or markings, CONTRACTOR may replace defaced Containers with clean Containers.

8. Alternative Container Sizes

If a Customer or Occupant requests alternate Container sizes, CONTRACTOR shall provide the type of Containers described in Contractor Documentation in Exhibit 17. For the purposes of this CONTRACT, Carts with a capacity between 95 and 100 gallons are equivalent to 0.5 cubic yards. CONTRACTOR shall provide the number of alternative Containers having the same aggregate capacity as CONTRACTOR would have provided to that Occupant. For example:

- Three 32-gallon Carts instead of one 96-gallon Cart.
- One 64-gallon Cart and one 32-gallon Cart instead of one 96-gallon Cart.
- One 3-cubic yard Dumpster in lieu of six 96-gallon Carts.

9. Additional Specifications

CONTRACTOR shall provide to Occupant wheeled Containers compatible with automated Collection Vehicles having the specifications described in Contractor Documentation in Exhibit 17. Director approval is required for labeling and any alternatives to the specifications below. All containers must comply with Article 3, Organic Waste Collection Services, Section 18984.7 of SB 1383.

All Container bodies shall be a uniform color with color coded lids. Lid colors shall distinguish the type of materials that go in each Container such as gray for Refuse, blue for Recyclables, green for Green Waste, and brown for Food Waste. If a Manure Container is to be used, Director approval of the proposed color is required.

As an alternative when Containers are being reused, with approval from Director, the Refuse Container body may be gray, the Recyclables Container body may be blue, and the Green Waste Container body may be green, or other Director approved color.

a. Carts

(1) Capacity

CONTRACTOR shall provide Carts of an approximate capacity of 96, 64, and 32 gallons. If a Food Waste Cart is to be used, Director shall approve the proposed size.

(2) Labeling of Body

Containers shall clearly display CONTRACTOR's name in a contrasting color, with reflective paint. If Containers are purchased from previous waste hauler, a reflective sticker with the new logo may be placed over the old logo but stickers must be replaced if they fade or fall off. If CONTRACTOR is reusing their own Containers, there must be a reflective sticker or paint somewhere on the Container.

(3) Labeling of Lids

Cart lids shall be labeled similar to the template in item B1 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the Disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents. Lids must be in compliance with SB 1383 requirements.

(4) Recycled Content

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

(5) Cart Reuse

While Carts provided to Occupants are not required to be new, they must be in reasonably good condition, including cleanliness, as required in Item D(3) of this exhibit. Refuse Carts must be washed prior to reuse, unless otherwise approved by Director.

(6) Weight Limits

(a) Refuse and Recyclables

CONTRACTOR shall specify the weight limits of these Containers based on manufacturer's specifications, typically between 300 and 330 pounds.

(b) Green Waste and Food Waste

CONTRACTOR is to specify the weight limits of these Containers as 150 pounds. Occupants are to be limited to placing approximately two-thirds of a

96-gallon Green Waste Container with Food Waste. Customers can be required to request additional Food Waste Carts if their Green Carts regularly exceed this limitation.

The purpose of this limitation is to restrict the abuse of Containers for Organic Waste Diversion. For example, a business may try to completely fill the two included 96-gallon Green Carts with Food Waste, but this would not be allowed.

b. Dumpsters

The following conditions apply when Dumpster service is provided.

(1) Lids

A lid shall prevent intrusion of rainwater, rodents, birds, and flies; shall prevent the contents from being carried or deposited by the elements onto the ground; and shall reduce the emission of odors.

(2) Labeling of Body

Dumpsters shall clearly display CONTRACTOR's name in a contrasting color, with reflective paint. If Dumpsters are purchased from previous waste hauler, a reflective sticker with the new logo may be placed over the old logo but stickers must be replaced if they fade or fall off. If CONTRACTOR is reusing their own Dumpsters, there must be a reflective sticker or paint somewhere on the Container.

Dumpster bodies shall be labeled similar to the template in item B2 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the Disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents. Examples of Recyclables is an important part of educating Customers and Occupants.

10. Customer or Occupant Declines a Portion of Collection Service

A Customer or Occupant may decline Refuse, Recycling, or Green Waste Collection services and therefore they may not need all three types of Containers, or may not need all the alternative Containers as provided for in Section D(1) of this Exhibit. Fees shall not be reduced for Customers declining a portion of the basic Collection services.

11. Container and/or Cart Lids Purchase Option

In the event of Breach or termination, COUNTY may purchase some or all Containers (body with lid) and/or Cart lids (not attached to body) 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 Term of the CONTRACT. This includes Containers and/or Cart lids stored in CONTRACTOR's inventory for future use under the requirements of subsection 6 of this Section. CONTRACTOR shall transfer or assign to COUNTY all rights necessary to give COUNTY ownership, possession and use of Containers and/or Cart lids, including under any Containers and lid acquisition agreement.

12. Bear-Resistant Carts

If required under Exhibit 3A3, CONTRACTOR shall offer bear-resistant 96-gallon Manure Carts.

13. Manure Service

If required under Exhibit 3A3, CONTRACTOR shall offer Manure Collection service from Manure-only Containers for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7.

14. Cart with Gravity Lock

Upon Customer request, CONTRACTOR shall sell to Customer, with no financial gain to CONTRACTOR, Carts with gravity locks to prevent scavenging or small animal intrusion, at the price listed on Attachment 7-2, Task 1 Service Fees of Exhibit 7. After transferring ownership to Customer, CONTRACTOR is no longer responsible for repair or replacement of the Carts. CONTRACTOR shall disclose to Customer and receive written acknowledgement from Customer, CONTRACTOR is no longer responsible for the Carts purchased by Customer. If CONTRACTOR cannot provide Director evidence of Customer's acknowledgment, CONTRACTOR shall continue to be responsible for repair or replacement of the Carts.

If CONTRACTOR is unable to Collect from Cart due to failure of the lock, CONTRACTOR shall require Customer to repair it, offer to repair it for a reasonable charge, or replace Cart with standard non-locking Cart at no charge.

CONTRACTOR is not obligated to deliver Carts with gravity locks within seven days of request under subsection 3, but CONTRACTOR must deliver those Carts within 21 days of request.

15. Occupants with Inadequate Service

CONTRACTOR shall inform Director of any Occupants that has an inadequate level of service. This includes confirmed issues such as frequently overloaded Containers and missing Containers (no Recyclables or Green Cart) and suspected issues such as only one 64-gallon Recyclables Cart at a large office building.

CONTRACTOR shall Report this information quarterly, as required in item A2g of Section 10.

E. No Longer Used (Vehicles Moved to item C of Section 3)

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

1. CONTRACTOR-Designated Solid Waste Facility

CONTRACTOR shall transport Solid Waste only to the Solid Waste Facility or Facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for Processing, Diversion, or Disposal or those facilities as directed by Director in subsection 2 below. CONTRACTOR may designate a Solid Waste Facility or Facilities that utilizes Conversion Technology or provides feedstock to Conversion Technology facilities. Prior to any change in designated facilities or change in rates at an approved facility, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. Director will review information such as fees, distance, Recycling rates, ability to Recycle Recyclables.

If CONTRACTOR requests to take Solid Waste to a facility that charges more, Director may approve such requests without authorizing the CONTRACTOR to pass the increased cost to the Customer. At the Director's discretion, some or all the increased costs may be passed to the Customer under special circumstances such as changing Green Waste Diversion from a landfill that was using it as Alternate Daily Cover to a more expensive composting facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this.

2. Flow Control

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

Waste Facility instead of to the Solid Waste Facility selected by CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

If CONTRACTOR had been using a CONTRACTOR owned facility before being redirected to a different facility, Director will not compensate CONTRACTOR for any lost profits incurred by the CONTRACTOR as a result of being redirected to a different facility. In addition, Director will not compensate CONTRACTOR for any losses incurred to the extent that it had any general obligations to provide a minimum tonnage to a facility (often referred to as put or pay) but will compensate CONTRACTOR for additional out-of-pocket costs directly resulting from an obligation agreed to specific to this CONTRACT. For example, if CONTRACTOR signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the CONTRACTOR for redirecting waste under this CONTRACT to a different facility. But if CONTRACTOR had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate CONTRACTOR for additional out-of-pocket costs that CONTRACTOR incurs as a direct result of being redirected to a different facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this CONTRACT.

3. Land Application of Organic Waste

Land application of Organic Waste will not be allowed without the written approval of Director.

G. Recyclables

1. Scavenging - Discouragement

CONTRACTOR shall use Reasonable Business Efforts to enforce the "Collection by Unauthorized Persons" law, pursuant to Public Resources Code Section 41950, et seq., and County Code Chapter 20.72.196 ("anti-scavenging laws"), including the following:

Marking Recyclables Containers with language that the materials are to only be picked up by CONTRACTOR as the "authorized agent" and that CONTRACTOR is picking up the material for Recycling purposes.

Orally advising any Person, other than CONTRACTOR, observed removing recyclable materials which have been segregated from Solid Waste materials and placed at a designated Collection location for the purposes of

Collection and Recycling that such conduct is a misdemeanor, per COUNTY Ordinance, and carries civil penalties.

Instituting civil actions against a Person alleged to have violated California Public Resources Code Section 41950 for treble damages, as measured by the value of the material removed, or a civil penalty of not more than $2,000, whichever is greater, for each unauthorized removal, in accordance with California Public Resources Code Section 41953(a).

Instituting civil actions against a Person alleged to have violated California Public Resources Code Section 41950 for a second, or subsequent time in a 12-month period, for treble damages, as measured by the value of the material removed, or a civil penalty of not more than $5,000, whichever is greater, for each unauthorized removal, in accordance with California Public Resources Code Section 41953(b); and

Taking actions under County Code Section 20.72.196 to discourage Scavenging.

2. Prohibition on Mixing Recyclables, Organic Waste, and Refuse

Unless CONTRACTOR is obligated under this CONTRACT or approved by Director to conduct a single-pass service for certain Occupants per item M of Section 4 (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 Organic Waste Collected, except for:

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

(2) Contaminated Recyclables or Organic 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

a. Minimize Quantity of Residuals

CONTRACTOR shall not use facilities that have a significant quantity of Solid Waste residuals remaining after Processing Recyclables, as determined by Director, including considering operating and

recovery efficiencies and maximum levels of residuals that CalReycle may establish to qualify the Processing as Diversion.

b. Maximize Diversion of Residuals

CONTRACTOR shall use Reasonable Business Efforts to Divert residual Solid Waste remaining after Processing Recyclables.

4. Diversion of Recyclables

CONTRACTOR shall Divert all Recyclables whether Diversion is a net cost or profit. Where the cost of Diversion of a material exceeds the cost of Disposal, CONTRACTOR may seek permission from Director to Dispose of the material.

5. No Longer Used

6. Changes in Materials

Materials may be added or deleted from the definition upon Notice to CONTRACTOR and upon Reasonable mutual agreement of Director and CONTRACTOR. Within 14 days of receiving that Notice, CONTRACTOR shall give Director a draft Notice informing Customers of changes in materials. Following COUNTY's approval, CONTRACTOR shall distribute those Notices to Customers and Occupants in the manner that Director requests in accordance with Item L4b of this Exhibit.

CONTRACTOR may request an adjustment to the Service Fee under item F of Exhibit 7, Change in Contract Services, including submission of documentation supporting the adjustment, to the Director. COUNTY and CONTRACTOR must agree on the adjustment.

Examples of adjustments (or no adjustments) might be:

- No Adjustment

  No incremental or net cost of Collection or Processing.

- Possible Adjustment

  - Incremental cost of acquiring new Containers, establishing additional Set-Out Sites, and adding an additional Collection route, not offset by materials sales.
  - Additional cost to Process material.

7. Waste Characterizations

On a quarterly basis as required in item A2a of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables, whether done by CONTRACTOR or the Materials Recovery Facility.

H. Special Services

CONTRACTOR shall provide the services prescribed in this Section without additional cost to Customers or charge to COUNTY except for subsection E of this Exhibit, Additional On-Call Pickup with Additional Cost.

1. Christmas 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 Christmas trees stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. Trees Collected under this program are not required to be cut to a smaller size by Occupant. Trees set out after the three-week period are to be Collected as Green Waste and therefore limited to 4-feet in length. All materials Collected shall be Diverted to the maximum extent feasible.

2. Annual Curbside Cleanup Event

Once each Contract Year, CONTRACTOR shall Collect **unlimited quantities** of Bulky Items or bagged/bundled Excess Solid Waste, discarded at each Set-Out Site by the Occupant, including Construction and Demolition debris which is limited to two 70-pound bags, containers, or bundles. Any Construction and Demolition debris or other items not Collected shall be tagged with a Non-Collection Notice explaining the reason for it not being removed.

While quantities are unlimited, CONTRACTOR may request Occupants to call 7 days in advance of the event if they plan on putting out more than what would fit in a 3 cubic yard dumpster. Such Notice must then be in all advertisement of the event. On the day of the event, if CONTRACTOR encounters large piles that were not called in, CONTRACTOR may either Collect the Solid Waste or may tag the pile indicating that approximate date when CONTRACTOR will return to Collect it, not longer than 14 days from the event date, and document it with photos.

CONTRACTOR shall use Reasonable Business Efforts to ensure that this event is held the same weekends as previous year and no changes shall be made without Director's approval. See item C of Exhibit 3A3 for months

or dates of previous year's events. CONTRACTOR shall schedule events in succeeding Saturdays assigning one Service Day for each Saturday, except on a Holiday weekend and the following weekend if Collection service was delayed and Friday service is now on Saturday. CONTRACTOR shall avoid Holiday weekends and other weekends with celebrations or parades. Multiple Service Days may be combined into one Saturday upon approval by Director.

One week prior to the day of each event, CONTRACTOR shall provide Director with information regarding the event such as:

- Route maps with starting and ending points,
- Vehicles,
- Number of workers,
- Primary contact Person, and
- Other information requested by Director.

CONTRACTOR shall instruct Occupants to place their items at the Set-Out Site prior to 6 a.m. of the day of their event. CONTRACTOR shall start the event no earlier than 6 a.m. and end by 6 p.m. on the Saturdays during the event, or as instructed by Director.

CONTRACTOR is to anticipate that some Occupants will place items at the Set-Out Site after 6 a.m. and after CONTRACTOR has passed that Occupant's home. Therefore, prior to the end of each day's event, CONTRACTOR shall return to each street one time to ensure that all discarded materials placed at Set-Out Site were Collected. CONTRACTOR is not required to use a Collection Vehicle for the second pass. For example, CONTRACTOR's route supervisor may check the Set-Out Sites. If any discarded material is found, CONTRACTOR shall Collect it that same day. Any items in the Public Right-of-Way after CONTRACTOR has returned one time are considered Abandoned Waste.

CONTRACTOR may be required, upon oral or text message request of Director to return to any event route and Collect discarded materials left out at the Set-Out Site. This shall be accomplished on the same day of the request. If Director makes such a request, it shall not be considered a violation of the service hours.

CONTRACTOR is to submit a report on the results of the cleanup event. This may include the following or similar as determined by Director:

- Event tonnages,
- Location of participants,
- Email confirmation of event completion, and
- Use of Director's Trash Monitoring Program (TMP) smartphone application or other similar system, as determined by Director.

3. Bulky Item and Excess Solid Waste Collection

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit, CONTRACTOR shall Collect Bulky Items and Excess Solid Waste discarded at the Set-Out Site as specified in item B of Exhibit 3A3.

CONTRACTOR is not required to Collect Bulky Items from Commercial Premises that were generated as part of the normal, ongoing operations of the business, such as used tires from a tire shop, appliances from an appliance repair business, or mattresses from a furniture store. However, tire shop that replaced its old personal computer and television could call them in for Collection as a Bulky Item. CONTRACTOR must advertise/promote these services and limitation to Commercial Occupants.

4. Priority Pickups at Director's Request

Each Calendar Year, CONTRACTOR shall Collect unlimited amounts of Solid Waste Discarded in the Public Right-of-Way according to circumstances below.

a. End of Next Service Day

20 times by the end of the next Service Day after Director's request or other time agreed to between Director and CONTRACTOR.

b. Same Day

10 times on the same day of Director's request.

5. Special Cleanup Events Services

At Director's request, CONTRACTOR shall provide Containers for discards of Solid Waste for community cleanup projects or public events located throughout the Service Area during any 12-month period:

- 6 events for roll-off bins (up to 80 cubic yards per event) or Dumpsters (up to 6 Dumpsters per event), and
- 20 events for cardboard boxes and/or bags (up to 50 boxes and bags per event).
- 2 events for Green Waste Collection, when applicable*

* There may be Service Areas with a higher demand for Diversion of the landscaping materials. See Exhibit 3A3 for any additional requirements.

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/Compost Giveaway & Shredding Program

CONTRACTOR shall twice annually, publicize and offer Occupants Mulch (i.e., shredded bark and wood chips), Compost, and a document shredding service at no additional charge to Customers, Occupants, or COUNTY. This shall occur once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. CONTRACTOR must provide recovered Organic Waste products as set forth in Article 12 of SB 1383. CONTRACTOR shall use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area, unless otherwise approved by Director.

See item A of Exhibit 3A3 for required minimum quantities of Mulch and Compost. All materials shall be tested and certified per requirements of the Local Enforcement Agency. CONTRACTOR shall comply with the

California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste. (https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html)

CONTRACTOR shall also offer on-site shredding of unlimited quantities of paper documents from Residential Premises. CONTRACTOR is not required to accept documents from a business. CONTRACTOR shall allow Customer or Occupant to witness the shredding to provide additional assurance of preventing identity theft.

a. Pickup Event

CONTRACTOR shall select a location, preferably within the Service Area (typically in the parking lot of a park or school) or other feasible areas approved by Director and shall be responsible for planning and making all necessary arrangements. CONTRACTOR shall provide all the necessary staffing, Vehicles, Containers, and other equipment, and materials or supplies (such as shovels and extra bags). CONTRACTOR shall help participants who request help and shall post a Bilingual sign at the event offering assistance. Upon request of CONTRACTOR, Director may provide some assistance in securing COUNTY facilities.

b. Delivery

In lieu of a pickup event, CONTRACTOR may deliver bagged Mulch and Compost, with Director approval. CONTRACTOR shall provide all the necessary staffing, Vehicles, and bags. Within one week after Occupant request, CONTRACTOR shall deliver Mulch and/or Compost to that Occupant's address.

8. Director's Fund

Each Contract Year, CONTRACTOR shall create and maintain a fund for use upon Director's request for as-needed tasks similar in nature or related to Contract Services (Task 1 and Task 2 Services). The amount of this fund shall be calculated based on the number of Refuse Units at the rate of $0.09 per Refuse Unit per month per year and shall be available for use at the Director's request after the Commencement Date. Refuse Unit counts are based on the number of Refuse Units on the Commencement Date and adjusted annually thereafter. Unused funds shall rollover to the next Contract Year. For example, 5,000 parcels assigned one Refuse Unit each would generate a fund of $0.09 x 5,000 x 12 = $5,400 every year.

Examples of use of this fund are as follows:

- Power washing of street, alley, or sidewalk

- Washing Containers
- Printing brochures or flyers
- Mailings to Service Area
- Ordering of promotional items (reusable bags, pencils, magnets, etc.)
- Roll-out service, including Collection of a Bulky Item from near the front door of a Residential Premises instead of from the Set-Out Site

I. Roll-Out Services for Containers

CONTRACTOR shall provide manual, non-motorized Container roll-out for all or a portion of Collection for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7, without additional charge for Elderly or Disabled Occupants or to properties with the set-out site near a marked bike lane. Elderly or Disabled Occupants must certify to CONTRACTOR that there is no able-bodied individual in the household who can move the Cart to the Set-Out Site. The roll-out service may be any one of the three services described below.

Subject to Director review and approval and further subject to CONTRACTOR'S obligations under Part 9C of Exhibit 5, CONTRACTOR may require those Customers and Occupants who subscribe to roll-out services to sign an agreement containing an indemnification of CONTRACTOR and COUNTY, for any claim related to, or arising from the roll-out service, other than the sole negligence of the indemnified party.

1. Full Service (Up to 50 feet) Carts

This service is for a typical urban Single-Family Home, or similar, to move the Carts from near the home, to the street, and back again. The roll-out shall be on paved, relatively flat surfaces at a distance up to approximately 50 feet from the Set-Out Site to the Occupant's on-site storage location, measured along the route the Container must travel. This service shall be for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

These services include the following:

a. Move Carts

Moving Carts from their storage location to the Collection Vehicle and returning them to their storage location. CONTRACTOR shall not leave Carts left in the street for more than one hour; and

b. Carry Bulky Items

Carrying Bulky Items or E-waste from outside, adjacent to a building out to the curb that was called in for Collection by Customer or Occupant. CONTRACTOR shall not be required to remove Bulky Items or E-waste from inside a residence or business.

2. Extended Full-Service Carts

This service is the same as the services in item 1, Full Service in this Section but with either of the extenuating circumstances below for the Extended Full Service charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. Long Driveways/Roads

Driveways longer than 50 feet of distance between the Set-Out Site and the Occupant's on-site storage location.

b. Unpaved Driveways/Roads

Conditions of the property such as the surface is unpaved, prevents one Person from easily or safely rolling the Cart or requires two people or a pickup truck to safely carry a Bulky Item. Care must be used to not create significant dust.

c. Steep Driveways/Roads

Conditions of the property such as the surface is very steep (25 percent grade, 2.5 feet rise over 10 feet), prevents one Person from easily or safely rolling the Cart or requires two people from safely carry a Bulky Item.

3. Minimum Service (Up to 15 feet) Carts

This service is like item 1, Full Service in this Section but for areas with Set-Out Site limitations and a distance up to approximately 15 feet. It does not include opening a gate or other barrier. The distance is measured between the Occupant's temporary storage location, such as the grass parkway or sidewalk, to the Set-Out Site. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

Director may require this service in circumstances where it is unsafe to place the Containers in the road for extended periods due to bicycle lanes, dense parking, narrow streets, animals, or other reasons.

a. Bike Lanes

CONTRACTOR is required to provide the service for no additional charge to parcels with the Set-Out Site at a marked, dedicated bike lane (Class II Bikeway). The purpose of this service is to keep Containers out of the bike lane. As determined by Director, any properties that have adequate space onsite for the Collection Vehicle to pull out of the flow of traffic shall not require this service.

This service is to help prevent Carts from being a hazard in the bike lane. CONTRACTOR is to move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the bike lane for Collection for more than 30 minutes.

This service is not required along bike routes (Class III Bikeway) that share travel lanes with vehicular traffic.

b. Other Obstacles

This service is for areas with dense parking, narrow streets, animals, or other reasons as required by Director. Director will indicate in Exhibit 16, which properties are required to use this service. CONTRACTOR may charge Customer the fee in Attachment 7-2, Task 1 Service Fees of Exhibit 7

4. Dumpsters

For properties adjacent to and/or accessible from a COUNTY-maintained road, CONTRACTOR shall offer and provide manual Dumpster roll-out for all or a portion of Collection of any Multifamily or Commercial Customer or Occupants at no extra charge.

J. Method of Payment for Task 1 Services

For Customer Services, CONTRACTOR shall bill COUNTY directly for Customer's Basic Services and bill Customers directly for any Additional Customer Services, in accordance with items A and B of Section 7.

Note that since CONTRACTOR is not providing any Task 1 Customer Services to vacant parcels, no compensation shall be paid to CONTRACTOR by COUNTY for these properties under Task 1. County shall retain all fees paid on their real property taxes by these parcels' owners. For example, a Residential parcel with Land Use coding of 010V by the Assessor will have 0.5 Refuse Units but CONTRACTOR shall receive $0.00 for this parcel.

For County Services, CONTRACTOR shall bill COUNTY directly, in accordance with item C of Section 7.

K. Transition Roll-Out Plan

At least 30 days Prior to the Execution Date, CONTRACTOR shall provide to Director for approval a start-up transition and Container roll-out plan, including both time line and tasks. CONTRACTOR shall submit a plan in accordance with item B19 of Exhibit 17, and shall address items such as:

- Ordering Vehicles and/or Containers;
- Vehicle and/or Container delivery from manufacturer;
- Container assembly;
- Distributing Containers to Customers and Occupants;
    - Must match existing size and number of containers at each Occupant.
- Notify Customers of any fees or surcharges that were not in previous contract, prior to charging them.
- Container removal for unwanted Containers and no charge to Customers that call before the due date on the first invoice;
- Public outreach and education activities;
- Determining routes;
- Training route drivers;
- Address anticipated higher call volumes, emails, and website inquiries;
    - During the first month of Collection service, telephone hold times and answering speeds in items 5 and 8 of Exhibit 3A1B may be extended to 20 minutes on hold and answering within 6 rings.
    - During the first month of Collection service, send an initial acknowledgement within 48 hours of receipt on business days, and response to address issues raised within 4 business days.
- 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. Special attention must be paid to customers with roll-out service to ensure their collection is not missed.

CONTRACTOR shall automatically apply senior discounts to outgoing contractor's customers without requiring any additional paperwork or submittals from Customers.

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, in his sole discretion, shall resolve disagreements and/or require written agreement(s) between CONTRACTOR and other contractors at the beginning or end of CONTRACT. The agreement may address Container Collection, Container distribution, staging area, or other issues.

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, Organic 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 Organic and Green Wastes and items (such as palm fronds) that do not comprise Organic Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

3. Community Meetings/Events

Upon Director's sole discretion, the format of the meeting shall be either in-person and/or over the Internet using a Director-approved software application. All meetings shall be at no cost to attendees or COUNTY. CONTRACTOR is to provide simple refreshments for in-person meetings. Drinking water is sufficient to meet this requirement. CONTRACTOR shall use Reasonable Business Efforts to make meetings zero-waste events including refreshments that do not contain single-use packaging and recyclables and/or food waste containers if the facility does not provide such containers. CONTRACTOR may need a supply of reusable drinking cups or drinking glasses for either use by attendees or gifts to attendees.

a. Prior to Start of Contract

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings in English and upon Director request, in Spanish, to explain hauler transition, if applicable, and new Task 1 Services to Customers and Occupants in the Service Area:

- Up to three on weekday evenings;
- Up to three on separate Saturdays; and
- Director may modify number, date, and time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements between two and three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit. CONTRACTOR shall use address list provided by Director or a Director approved list provided by the previous contractor.

b. Upon Director Request

CONTRACTOR shall attend up to 20 community meetings/events per Contract Year upon Director's request. Examples include local fairs or civic events with individuals, Customers and Occupants, community organizations, city councils, town councils and any other groups named by Director. CONTRACTOR shall take any or all the following actions at the meetings/events, approved by Director:

(1) Operate Recycling Information Booths

CONTRACTOR shall operate Recycling information booths and distribute colorful flyers, promotional items, have a minimum of 100 CONTRACTOR-provided reusable bags available, pamphlets, and other items that encourage participants to Recycle, reduce, reuse, and/or Divert Solid Waste.

Additionally, upon Director request, CONTRACTOR shall order and provide up to $1,000 worth of miscellaneous promotional items such as miniature recyclables carts or magnets per Contract Year. Director may request that CONTRACTOR give out these items at a specific event or Director may distribute these items at any events.

(2) Other Activities/Actions

CONTRACTOR shall conduct other similar activities and take other similar actions requested by Director.

c. Annual

Once per Contract Year, CONTRACTOR shall hold a minimum of two and up to four community meetings in English and upon Director request, in Spanish, to hear how satisfied Customers and Occupants are with the service and clarify or promote Task 1 Services to Customers and Occupants in the Service Area:

- Up to two on weekday evenings;
- Up to two on separate Saturdays; and
- Director may reduce number or change the date or time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements at least three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit.

d. Instructional

During the Term, upon Director request, CONTRACTOR shall hold up to ten community meetings in English and upon Director request, in Spanish, to explain Contract Services to Customers and Occupants in the Service Area. Examples of topics include Organic Waste Diversion and proper Recycling.

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 send, via first-class mail, Bilingual letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to CONTRACTOR. Letter(s) may be up to a total of 4 pages, double-sided. CONTRACTOR shall be responsible to pay for the cost of producing and mailing these letters.

(2) Letter From CONTRACTOR

Within 60 days prior to the Commencement Date or other date designated by Director, CONTRACTOR shall prepare and first-class mail a Bilingual letter to all Customers and Occupants introducing themselves, explaining the transition, and announcing upcoming community meeting dates, and other pertinent information.

b. Upon Start of Task 1 Services and Annually

CONTRACTOR shall develop written educational materials and deliver them to Customers and Occupants. Historically this information was distributed using quarterly newsletters. To reach more people and reduce paper waste, it is desired to use new methodology such as postcards and take advantage of technology, such as smartphones. Customers and Occupants are to be given a choice of how they want to receive the information, through

traditional quarterly newsletters or via monthly text or e-mail messages.

In summary, outreach to all Occupants will be as follows:

- Monthly postcards
- Twice per year special announcement flyers
- Five times during Term, magnets or similar
- Annual survey

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, advance notice of each announcement to Customers and Occupants, except as related to billing reminders, service interruptions, and Non-Collection Notices. Upon Director's request, CONTRACTOR shall use artwork, layout, or notices, provided by Director.

Such educational materials include:

(1) Articles

Each month, CONTRACTOR shall develop a Bilingual article with color graphics containing information that encourages Recycling and to educate Customers and Occupants of Contract Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of Carts including during heavy rains
- Christmas Tree Collection instructions
- Organic Waste and/or Green Waste
- Bulky Items
- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse Recycle rethink
- Containers left in street or alley
- Unpermitted Waste Disposal
- New Solid Waste laws
- Articles specific to Service Area such as bear Carts, palm fronds, or Manure
- Other articles upon the request of Director

(2) Special Announcements

CONTRACTOR shall develop and deliver, as set forth in item L4b(4) of this Exhibit, Bilingual outreach Notices to Customers and Occupants on various events, upon receiving approval from Director. Announcements include:

- Household Hazardous Waste Collection Events
- Annual Curbside Cleanup Event schedule
- Compost/Mulch Giveaway Event
- Smart Gardening Workshops
- Holiday Collection schedule
- Billing reminders, upon Customer request*
- Service interruptions*
- Non-Collection Notice*
- Sharps pickup
- Container removal Notice
- Organic Waste/Food Waste Diversion**
- Other Notices upon the request of Director

* These are limited to text, e-mail, or notices left on Containers and are not applicable to direct mailings.

** Two additional direct mailings are required related to Organic Waste.

(a) Flyers - Text/Email or Direct Mail

CONTRACTOR shall send to each Occupant and Customer up to twice per Contract Year.

(b) Magnets

Within 6 months of Commencement Date and up to 4 additional times during CONTRACT Term, CONTRACTOR shall send “refrigerator” magnets or similarly priced promotional items, as approved by Director, to each Occupant and Customer.

(3) Distribution

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

(a) Direct Mail (Monthly Postcards)

CONTRACTOR shall develop one-page (opposite side for an alternate language, if required by Director) postcards in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these postcards to Customers and Occupants each month. Postcards shall be available in electronic format such as PDF. CONTRACTOR shall make postcards up to 8.5-inch by 11-inches sized cardstock paper. Director may provide sample postcards. CONTRACTOR may use smaller postcards to allow insertion in quarterly bills.

While Director intends to use postcards, Director reserves the right to change to quarterly newsletters. If requested by Director, CONTRACTOR shall develop one-page (additional page(s) for Spanish, if required by Director) newsletters in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these newsletters to Customers and Occupants four times each Contract Year. Newsletters shall be available in electronic format such as PDF. CONTRACTOR shall make newsletters for 8.5-inch by 11-inches or 8.5-inch by 14-inch sized paper, whichever is appropriate, as requested by Director. Once per year, Director may request a second English page be added to newsletter.

(b) E-mail/Text Messages.

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or postcards for Customers and Occupants who request them. For example, in late December send a text worded, “Have a Christmas Tree to get rid of? Click here.”, with a link to an article about Christmas Trees. When there is an HHW Collection Event nearby, send a text worded, “Leftover household chemicals, paint, or used oil to get rid of? Click here.” Messages shall be sent approximately monthly plus special announcements as necessary.

(c) Notices on Containers

CONTRACTOR shall attach notices on Containers related to billing reminders (prior to Container removal), contamination, improper storage, and non-collection.

(4) Delivery of Written Materials to Customers and Occupants

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

- U.S. Postal Service, first-class unless otherwise approved by Director;
- Door-to-door delivery service;
- Insert in monthly Customer bills*;
- Electronic mail (E-mail)*;
- Text messages*;
- Other means approved by Director

* These methods individually are not adequate.

CONTRACTOR shall include Director in their mailing list and ensure that general materials are sent to Director the same time they are sent out to the Customers and Occupants.

CONTRACTOR shall submit proof of mailing within 7 days of mailing.

(5) Social Media

CONTRACTOR shall reach out to Customers and Occupants and make information available regarding Contract Services by current social media and the following means approved by Director, such as: Facebook, Twitter, Instagram, and NextDoor. All content shall be reviewed and approved by Director prior to posting.

(6) Annual Survey

CONTRACTOR shall distribute a survey of its Customers and Occupants once per year. Director will prepare a survey but CONTRACTOR is responsible for printing and distributing it. Director will also receive the surveys or maintain the surveys electronically.

5. Additional Outreach

CONTRACTOR shall visit in-person, robocall, 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 or CONTRACTOR

shall robocall Occupants when an event that has been advertised, is cancelled.

6. Bilingual Correspondence

CONTRACTOR shall develop all written materials in both English, Spanish, and any other languages preferred by Customers and Occupants in the Service Area, if required by Director. Additionally, CONTRACTOR shall develop materials in additional languages, include a notice in the applicable language where the information is available, and make the information available online as required in Section 18985.1(e) of SB 1383.

M. CONTRACTOR Commitments Made in Proposal

CONTRACTOR shall fully and timely satisfy any additional Performance Obligations set forth in item B18 of Exhibit 17 from its proposal to Director for procurement of this CONTRACT.

N. No Longer Used

O. Difficult to Service

CONTRACTOR should consider the Service Area may contain locations that reduces Collection speed that may include narrow streets or alleys, limited roadway curve radii (tight curve), thin pavement thicknesses, unimproved (dirt) roadway surfaces, multiple parked vehicles, and variable overhead clearances. CONTRACTOR may not charge a difficult to service fee.

P. Food Waste

1. Food Waste Collection

This CONTRACT does not allow the Collection of Food Waste and other Organic Waste as part of the Refuse, without Director approval. This topic is further discussed under Diversion in item C3 of this Exhibit.

2. Food Waste Container

a. Kitchen Pails for each Occupant

To encourage Occupant's participation in diverting Organic Waste 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 typical 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. Upon delivery, containers become the property of the

Occupant and any missing or damaged containers are the responsibility of the Occupant and not CONTRACTOR. CONTRACTOR must provide evidence of delivery to Director.

Prior to Commencement Date or later if Director requests, CONTRACTOR shall provide each existing Occupants 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 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 it;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and

b. 32-Gallon Cart

Occupants that do not store their Green Waste Containers near their homes may want a 32-gallon Cart to keep nearby but roll it to the curb on service day. As part of the standard Containers in item D1 of Exhibit 3A1, CONTRACTOR shall make available a second Green Waste Container while reducing their 96-gallon Cart to 64-gallons.

Alternatively, a Food Waste Container may be offered with Director approval. This Container could be serviced by either a Green Waste Collection Vehicle or a dedicated Food Waste Collection Vehicle.

c. Commercial Premises

Many Commercial Premises may not have a need for a Container intended for landscaping waste, but every Customer must be provided a Container for Organic Waste for Diversion from landfills in accordance with SB 1383. Therefore, CONTRACTOR must provide a Food Waste Container to any Commercial Premises without an existing Green Cart or Green Dumpster, unless otherwise approved by Director. Director may implement an Organic Waste waiver program in the future.

EXHIBIT 3A2 – Task 2 Services
Abandoned Waste Collection Services And Public Receptacle Collection Services

A. Abandoned Waste Collection, Transportation, and Diversion/Disposal

1. Service Locations and Times.

CONTRACTOR shall keep the Public Right-of-Way in the Service Area free of Abandoned Waste. The goal is to have any Abandoned Waste for as short of a time as possible, using Reasonable Business Efforts, but never more than seven calendar days. Items at the Set-Out Site shall be considered Bulky Items. CONTRACTOR shall do all the following as further provided under this subsection, unless Director otherwise requires:

a. Monitor

CONTRACTOR shall monitor the Service Area weekly for Abandoned Waste along established routes 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.

CONTRACTOR is not required to monitor the Public Right-of-Way where its Collection Vehicles do not normally travel. Any roads with Occupants as well as any roads within the Service Area that CONTRACTOR must travel to reach the Occupants, all alleys, and any Hot Zones, must be monitored. This does not exclude the requirement to Collect Abandoned Waste reported to CONTRACTOR within the Public Right-of-Way but not along a route.

For example, there may be a segment of road within the Service Area that CONTRACTOR does not ordinarily travel while providing Contract Services. CONTRACTOR is not required to look for Abandoned Waste on that road segment. An exception is if a Collection Vehicle is driving to Collect Abandoned Waste reported to CONTRACTOR. That one-time route must be monitored for Abandoned Waste during that trip.

b. Document

CONTRACTOR is always required to include the number of incidents and the location of Abandoned Waste. CONTRACTOR may not use same Vehicle for Collection of Abandoned Waste and Bulky Items to be able to distinguish the two in the Reporting, unless Director approves comingling.

Within 3 months of the start of CONTRACT services, CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and before and after photographs of Collected Abandoned Waste.

If Director requests to remove Abandoned Waste at a location but CONTRACTOR is unable to find the item(s), photos must be taken of the area and entered into the TMP.

c. Remove

CONTRACTOR shall Collect, transport, and Divert or Dispose of all Abandoned Waste, in unlimited amounts, within the following times:

- 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, not including the day of the request;
- By the end of the next full Service Day after observation by CONTRACTOR, or request by Director or any Person, for items blocking or hindering passage, or items posing a potential health and/or safety hazard;
- By the end of the next Service Day after Director's request for removal of Abandoned Waste at up to 20 locations each Calendar Year,
- By the end of the same Service Day of Director's request for removal of Abandoned Waste at up to 5 locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under item 5 of Subsection A.

Furthermore, on the same day as automated Collection specified in Task1 Customer Services, in item B4 of Exhibit 3A, CONTRACTOR must monitor, Collect, transport, and Dispose Abandoned Waste in the following areas:

- Any roads with Occupants,
- Any roads within the Service Area that CONTRACTOR must to travel to reach the Occupants,
- All alleys, and
- Any Hot Zones in the Service Area;

d. Clean

CONTRACTOR shall use a broom or otherwise clean and Collect all loose litter and debris within 3 feet of an item of Abandoned Waste.

2. Miscellaneous Requirements

a. Alternative Vehicles

If obstacles impede the progress of Refuse Collection Vehicle such as low, hanging wires; protruding vegetation; and leaning fences, CONTRACTOR shall use alternative Vehicles and equipment.

b. Unpermitted Wastes

If CONTRACTOR identifies any Unpermitted Waste, CONTRACTOR shall immediately follow its Unpermitted Waste Protocol in accordance with item A of Section 13.

c. Very Large Items

If CONTRACTOR identifies any item of Abandoned Waste that is too large or heavy to Collect by two workers in its Refuse Collection Vehicles, it may ask Director for Road Maintenance Division's help.

d. Comprehensive Service

Service under this Section includes the furnishing of all labor, supervision, administration, material, and equipment.

3. No Longer Used

4. Abandoned Waste and Litter in Alleys

CONTRACTOR shall ensure that all alleys including but not limited to wall to wall and/or fence to fence within the Service Area are in a state of cleanliness.

CONTRACTOR shall Collect, remove, transport, Dispose or Divert, and manage, in unlimited amounts, all discards including, but not limited to, items such as furniture, rugs, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, other major appliances/metallic discards, covered electronic devices and other consumer electronic devices, car parts, tires, recreational equipment, lumber, plaster, dirt, rocks, bricks, concrete, asphalt, tree stumps, roadside debris, refuse, green waste, and combustible/noncombustible rubbish found in the alleys, regardless of

whether it was accidentally and/or illegally discarded or occurred there by natural and other causes.

CONTRACTOR shall also pick-up, clean, and collect from all alleys within the Service Area, all loose litter and debris, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The CONTRACTOR shall carry on each truck, hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

If the Service Areas does not currently have any alleys requiring service, then the miles listed in item C1 of Exhibit 16 will be 0 or n/a. Director may add alleys.

5. Daily Monitoring and Clean up in Hot Zones

Hot Zones are areas where Abandoned Waste is dumped frequently, or areas Director deems important to keep free of Abandoned Waste. CONTRACTOR shall monitor, remove and clean up Abandoned Waste in Hot Zones daily, Monday through Friday (or the day after a Holiday) between the hours of 6 a.m. and 6 p.m. for the following locations:

- The locations of Hot Zone are shown in item A2 of Exhibit 16.
- If there are no Hot Zones, then the feet listed in item C2 of Exhibit 16 will be 0 or n/a.
- Director may amend item A2 and C1 of Exhibit 16 upon Notice to CONTRACTOR, including increasing the existing route length. 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, Collecting, transporting, and Disposing of 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 responds to a request for removal of Abandoned Waste and the CONTRACTOR does not find Abandoned Waste at the location, CONTRACTOR may charge a fee indicated on Attachment 7-3 – Task 2 Service Fees only when it exceeds 5 incidents per month.

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 of waste, in the Service Area. Item C3 of Exhibit 16 contains a list of the number of receptacles and item A6 of Exhibit 16 contains a map of the locations and is subject to change by Notice from Director.

1. Collection

CONTRACTOR shall Collect discards from public curbside receptacles, typically located along business districts with high pedestrian activity. A public receptacle may include one intended for pet waste.

Public receptacle design varies and may include a steel outer housing with a plastic liner inside, concrete outer housing with plastic liner inside, steel outer housing with 96-gallon Cart inside, or solar compacting housing with plastic liner. For receptacles with liners, Collection must include 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. A plastic bag must not be used for 96-gallon Carts acting as liners.

2. Maintenance

a. Cleanliness

As needed, CONTRACTOR shall also clean and wipe down the outside and liner of the public curbside receptacles as well as clean and Collect, all loose litter and debris, within three feet of the base of the public curbside receptacles, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The standard of cleanliness shall be that there are no odors detectable from outside the receptacle 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.

b. Liners

The public curbside receptacle outer housings are furnished by COUNTY but interior liners are the responsibility of CONTRACTOR.

If any plastic liner is missing or damaged beyond repair, such liner shall be replaced at CONTRACTOR's expense. Once a liner is placed inside a public receptacle, CONTRACTOR automatically transfers ownership to COUNTY.

COUNTY is considering a new receptacle design that utilizes plastic, 96-gallon wheeled Carts, in-lieu of dedicated plastic liner. For any receptacle that using that design, CONTRACTOR must provide and maintain a Cart similar to those used for Refuse.

c. Graffiti

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.

d. Damaged Receptacle or Liners

CONTRACTOR shall report damage to the receptacles with 48 hours of observing such damage. Damage includes, but is not limited to, missing components or malfunctioning parts. CONTRACTOR shall not attempt to repair any receptacles, except for plastic liners. Liners are CONTRACTOR's responsibility to repair or replace regardless of the cause of damage.

3. Collection Schedule

a. Standard Public Receptacles

CONTRACTOR shall Collect discards from the non-compactor public curbside receptacles, twice per day, Monday through Saturday, with the first Collection occurring between the hours of 7 a.m. and 9 a.m., and the second Collection between the hours of 2 p.m. and 4 p.m. Director reserves the right to reduce the frequency of Collection throughout the Service Area at any time during the Term of this CONTRACT at the sole discretion of Director. See Exhibit 3A3 for possible modifications to the days or times.

b. Solar Compacting Public Receptacles

CONTRACTOR shall Collect discards from the solar compacting public curbside receptacles as-needed, Monday through Saturday, based on the need indicated on the Internet based monitoring software. The schedule shall not be more frequent than twice per day or longer than seven days for receptacles with Refuse.

c. Alternate Collection Frequency

While the default schedule requires Collection twice per day, Monday through Saturday, for a total of 12 times per week, this may be excessive for locations that receive infrequent use. To decrease Greenhouse Gas emissions during Collection, CONTRACTOR shall monitor locations that are often empty or nearly empty and report those to Director. Director may instruct CONTRACTOR to Collect certain receptacles less frequently.

4. Other

a. Adjustments to Quantity and Location

In the event the quantities, and locations of the public curbside receptacles or if recyclables receptacles are added 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.

CONTRACTOR will Collect Refuse in additional receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under Section 3B.

If the Service Area does not have any designated public curbside receptacles as of the Execution Date, the number listed in item A6 of Exhibit 16 will be 0 or n/a.

b. Solar Refuse/Recyclables compactors

Director reserves the right to replace the current public curbside receptacles with solar Refuse/Recyclables compactors. In the event the current receptacles are replaced, the cost for servicing and maintaining cleanliness of each compactor shall remain the same as the current cost for servicing each public curbside receptacle.

c. Verification

If the public receptacles have a service log sheet inside, CONTRACTOR must sign, date, and record the time of Collection service or indicate the receptacle was empty upon inspection and record when the receptacle was cleaned. Alternatively, Director may

require the use of a cloud-based smartphone software to verify Collection.

d. Receptacle Locks

CONTRACTOR shall keep all receptacles locked to prevent access by the public. Director shall furnish keys.

e. Recyclables

As of the Execution Date designated public curbside receptacles in the Service Area contain Refuse. CONTRACTOR will Collect and Divert Recyclables discarded in existing or additional Recyclable receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under item B of Section 3.

C. No Longer Used (moved to item D of Exhibit 3A1)

D. No Longer Used (Vehicles moved to item C of Section 3)

E. Homeless Encampments

CONTRACTOR acknowledges:

- Homeless Encampments are temporary and homeless individuals are transient,
- Homeless Encampments are not Customers and therefore Solid Waste generated and discarded in the Right-of-Way is considered Abandoned Waste, and
- Public health and safety requires that Solid Waste generated in Homeless Encampments must be removed not only when individuals abandon a Homeless Encampment, but also when they occupy it.
- Providing regular trash service to People Experiencing Homelessness (PEH) is a new service and therefore difficult to predict the exact level of services needed and problems that may be encountered.

CONTRACTOR shall not enter a Homeless Encampment or remove anything from a Homeless Encampment except upon Director request. CONTRACTOR shall not intentionally remove any Unpermitted Waste, including biological or hazardous waste. CONTRACTOR shall include a rate in Attachment 7-3, Task 2 Service Fees of Exhibit 7 fees.

1. Abandoned Homeless Encampments

Within two business days of Director request, CONTRACTOR shall Collect, transport, and Divert or Dispose of all Solid Waste discarded in a Homeless

Encampment that has been abandoned and the camp location identified by Director. CONTRACTOR shall Collect Solid Waste, including litter and Abandoned Waste whether it is discarded in containers or on the ground. CONTRACTOR will provide that Contract Service in accordance with COUNTY policy. For example, COUNTY policy may require CONTRACTOR to place Abandoned Waste and other discards in containers and deliver them to a COUNTY storage facility pending a retrieval by the individual owner. As part of these Contract Services, CONTRACTOR shall provide all equipment such as Container (including such as Carts, Dumpsters and roll-off bins) and Vehicles (including as Refuse Collection and flatbed trucks), and labor. CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Solid Waste.

2. Occupied Homeless Encampments

Upon Director request, CONTRACTOR shall assist in preventing Abandoned Waste in the Public Right-of-Way near occupied Homeless Encampments. This is to be accomplished using 32 or 96-gallon Carts, 3-cubic yard Dumpsters, 35-gallon bags, cardboard event boxes, scout trucks, or whatever equipment is necessary. The use of Dumpsters is the preferred method, but Carts, bags, and boxes provide more options for unique situations. The use of 32-gallon Carts may work better for providing service to Recreation Vehicles where the smaller Cart is to be stored inside the RV and set outside on Collection day. Where Carts are provided to PEH for their long-term use, CONTRACTOR may require a deposit from the user that is equal to the value of the Container.

Local homeless service providers may be able to assist in distribution of flyers and bags. If bags are used for the purpose of Collecting loose litter not placed in Containers, they shall be:

- Translucent color to prevent bag from being turned inside-out to hide printing, or a solid color if printing is also on the inside.
- Preprinted with multiple, large font "TRASH" and "BASURA" plus the mirror image (if the bag is turned inside-out)
- Preprint Bilingual Disposal procedures on the bag
- Approximately 35-gallon capacity with drawstrings or a tie
- At least 3 millimeters in thickness to deter puncture by needles

Following consultation with the Director and upon Director consent, CONTRACTOR may change its method of Collection. For example, if cardboard boxes are frequently destroyed or removed from the Set-Out Site, CONTRACTOR may request providing Dumpsters without wheels or bags. As another example, if bags are frequently blown away or used by

homeless individuals for storage, CONTRACTOR may request providing Carts or Dumpsters.

a. Quantity

The number of Containers needed of each location is not specified and unique to each area.

b. Transportation/Delivery

CONTRACTOR shall place Containers (including Carts and Dumpsters), bags, and/or cardboard boxes, in a safe and accessible location. CONTRACTOR shall provide notice of the proposed locations to Director for approval prior to implementing service. At any time, Director reserves the right to change the proposed locations or require CONTRACTOR to place them at a particular location.

There are two options for Containers, those left at the location overnight and those placed during business hours. Director will indicate which is needed. For those not left overnight, CONTRACTOR shall either deliver the Containers between 6 and 7 a.m. and removing them later that day between 3 and 4 p.m., or other times as approved by Director or if Director obtains a permit, Containers may be left in-place.

Following consultation with and approval of Director, each week or whatever interval determined necessary by Director, CONTRACTOR shall transport Containers (including Carts and Dumpsters), bags and cardboard boxes, to an encampment.

The Set-Out Site is difficult to determine in advance and will need to be determined case-by-case as set forth in item E.1.a. of this section. For bags, it may be necessary to Collect from outside each individual shelter or from a central pile. Property owners may not want a pile near their property and a pile may attract other Abandoned Waste.

It is anticipated that Dumpster transportation will be with a stake bed truck with a hydraulic lift gate with the capacity of five Dumpsters. Therefore, there would be one delivery charge for up to five dumpsters in an area (within 15 minutes of each other). Significantly more Carts will fit during transport but the same concept as with Dumpsters applies, one delivery charge for all Carts in an area (within 15 minutes of each other). CONTRACTOR may charge a fee for delivery that includes removal, equal to that indicated on Attachment 7-3 – Task 2 Service Fees. Director may authorize the use of a smaller vehicle for transportation.

c. Dumpster Placement

CONTRACTOR shall immediately Notify Director if planned drop-off location(s) no longer have PEH nearby.

Dumpster placement shall comply with section 16.19.090 of the County Code. Dumpsters shall not be placed on or project onto any road in such a manner as to constitute a hazard to pedestrians or vehicular traffic. Dumpsters shall not be placed on or project onto any road:

- Within 15 feet of any crosswalk;
- Within 15 feet of any street corner, fire hydrant or disabled access ramp;
- On any portion of any sidewalk that does not allow for 3 feet of clearance for pedestrians;
- On roads with grades in excess of six percent;
- Where clear space for the safe passage of pedestrians within the highway is reduced to less than three feet in width;
- Where the road is reduced to less than 15 feet in width;
- Where a motorist's ability to see traffic control devices such as stop signs, traffic lights, etc., is impaired;
- Where the Dumpster will block or unreasonably interfere with access to neighboring property;
- Where parking is prohibited along the road;
- Where the sight distance of the Dumpster would be less than:
    - 150 feet on roads posted with speed limits of 25 miles per hour or less,
    - 345 feet on roads posted with speed limits greater than 25 miles per hour and up to 40 miles per hour,
    - 680 feet on roads posted with speed limits greater than 40 miles per hour.

d. Collection

CONTRACTOR shall anticipate that prior to offering regular Refuse Collection services to an encampment and during the service, there will be piles of Solid Waste, either Bulky Items or bagged or loose litter, that will need to be removed. This is an as-needed, upon Director's request service at each encampment. CONTRACTOR shall use all necessary equipment including brooms rakes, shovels, bags, Carts or Dumpsters to Collect, transport, and Dispose of Refuse. Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that no one is sheltered inside the Container. CONTRACTOR shall Collect any loose litter within 3 feet of Containers, bags, and boxes.

(1) Contaminated Containers

Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that the Container is not contaminated with Sharps, hazardous waste, Universal Waste, or biological waste. CONTRACTOR may charge a fee for contamination equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

(2) Overflowing Containers

Additional Collections may be required upon Director's request to prevent waste from overflowing the Containers. However, when overflowing Containers are encountered, CONTRACTOR may charge a surcharge as verified with a photograph. CONTRACTOR may charge a fee for overflow equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

e. Diversions/Disposal

CONTRACTOR shall Divert or Dispose of all Solid Waste that it Collects. Any contaminated loads that cannot be Disposed without further processing may be charged at the higher rate indicated in Attachment 7-3 Task 2 Service Fees.

f. Documentation

To maximize efficient Collections, CONTRACTOR is to inform Director of the number of bags and the fullness of Containers in an area and include the data in the monthly County Services invoices. Any empty Container locations must be reported to Director prior to the next Collection date to allow for alternate locations to be determined.

Within 3 months of the start of CONTRACT services, CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, approximate volume, and photographs.

g. Additional Cart or Dumpster Services

COUNTY is designating additional funds on Attachment 7-3 – Task 2 Service Fees related to service being provided under this

CONTRACT, such as additional areas, more contaminated Containers, or higher frequency of Collections.

F. Emergency Assistance (Contract Services)

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

- Solid Waste that is not collected in any part of Southern California including incorporated cities and/or unincorporated areas within the County of Los Angeles or adjacent counties, and
- In the judgment of Director, the uncollected solid waste creates a danger to public health, safety, or welfare.
- In the judgment of Director, the proactive collection of solid waste that would otherwise not be collected prevents a danger to public health, safety, or welfare.
- Services in this section may be required to be provided outside Service Area. In that case, CONTRACT shall propose a price to account for additional travel required to service the location and if applicable, additional disposal costs.

Reasons for non-collection may include earthquake, fire, mudslide, storm, riot, or civil disturbance, and terminated hauler contracts. Examples of MSW Management Services to be provided by CONTRACTOR include:

- Providing Vehicles and staff to cleanup, Collect, transport, and Dispose/Divert any Solid Waste.
- Assisting in the transport and Disposal/Diversion of natural debris, such as rubble, mud, and fallen trees, from the Public Right-of-Way.
- Holding a drop-off event or providing Dumpsters/roll-offs for the public to bring their Solid Waste when their hauler is not providing service or additional services when needed.

CONTRACTOR acknowledges that when providing emergency services, CONTRACTOR may be required to Collect Solid Waste from another waste hauler's Containers. Also, another waste hauler may Collect Solid Waste from CONTRACTOR's Containers.

Prior to performing any work, CONTRACTOR is to consult with Director regarding the number of Vehicles and staff, and duration of cleanup. This includes vehicle certification discussed in more detail below. CONTRACTOR shall charge COUNTY for requested MSW Management Services in amounts not greater than the following, as negotiated between Director and CONTRACTOR:

1. Automated Collection Services

Fees with respect to Solid Waste discarded in Containers and/or Bulky Item Collection. Examples include:

- Provide an additional day of service to Occupants; or
- Provide service to Persons outside the Service Area such as to the City of Glendora residents if their waste hauler is unable to Collect Refuse after a major earthquake and the city has an agreement with COUNTY for assistance.

2. Solid Waste Not Discarded in Containers

Fees per ton for Disposal* (with respect to Solid Waste, including Abandoned Waste, not discarded in Containers) as provided in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7. Director may require CONTRACTOR to obtain consent or acknowledgement from property owners prior to removal of Solid Waste or debris.

3. Roll-Off Containers or Drop-Off Events

Fees the CONTRACTOR charges for comparable MSW Management Services (with respect to Solid Waste not discarded in Containers) such as roll-off containers or drop-off events.

4. Palm Frond Collection

Fees per hour per vehicle* as proposed in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7 if significant amounts of palm fronds fall from trees, CONTRACTOR shall Sweep areas requested, Collect from Right-of-Way, and Dispose of palm fronds.

5. Waste in Right-of-Way Collection Services

Fees with respect to waste discarded in the Public Right-of-Way. Examples include:

- Collection of Abandoned Waste
- Collection from public receptacles
- Collection from Homeless Encampments
- Collection of human waste including from Recreational Vehicles, buckets, or portable public toilets

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 location specified by Director, including a materials recovery facility, landfill, sediment placement site, or a debris placement sight.

CONTRACTOR shall give first consideration to COUNTY in the event of a major disaster such as an earthquake, fire, mudslide, storm, riot, or civil disturbance as declared by the President of the United States, Governor of California, or the Board of Supervisors.

CONTRACTOR shall follow the practices identified in Section 7 for billing. However, when providing services to other jurisdictions/agencies, it may be possible to arrange billing and payment directly between CONTRACTOR and the other jurisdiction/agency. Director will determine the billing procedure prior to CONTRACTOR providing service.

All terms and conditions of this CONTRACT remain in effect while performing any work under this subsection, even when it is on behalf of another jurisdiction/agency.

G. Litter Collection

Director has determined the need to efficiently remove litter and prevent it from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents. This service is not a Sweep of the entire Service Area but rather an as-needed service. CONTRACTOR shall provide all necessary equipment and temporary Containers including brooms rakes, shovels, bags, or Dumpsters to Collect, transport, and Dispose of litter in the following circumstances:

- As requested by Director
- Upon observation by CONTRACTOR, when requested by Director to provide this service

Examples include a pile of Refuse on the sidewalk or an undeveloped portion of land within the Public Right-of-Way. CONTRACTOR shall Collect litter within 48 hours of request by Director and submit before and after photos to Director along with the monthly invoices for County Services. CONTRACTOR may also Collect large piles of Refuse it observes and submit before and after photos.

Litter Collection under this section does not include litter already required to be Collected near Bulky Items, alleys, public curbside receptacles, or Homeless Encampment Containers.

CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Solid Waste.

H. Landfill Vouchers

Director may coordinate a program to distribute landfill vouchers to reduce the amount of Abandoned Waste discarded illegally within the Service Area. See Exhibit 3A3 for details, if applicable to this Service Area.

I. Method of Payment for Task 2 Services

For County Services, CONTRACTOR shall bill COUNTY directly, in accordance with item C of Section 7.

EXHIBIT 3A3 – Additional Services

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7. This Exhibit contains additional requirements for Task 1 services to the Occupants.

A. Mulch and Compost Giveaway Program (Item H7 of Exhibit 3A1)

CONTRACTOR shall offer at least 40 cubic yards of Mulch and 40 cubic yards of Compost at each event, or any volume requested by Director not to exceed 80 cubic yards of Mulch and 80 cubic yards of Compost per event.

B. Bulky Item and Excess Solid Waste Collection (Item H3 of Exhibit 3A1)

CONTRACTOR shall Sweep all Set-Out Sites for unlimited quantities of Collect Bulky Items including excess waste discarded at the Set-Out Site on next regularly scheduled Collection day .

Bulky Items

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit 3A1, CONTRACTOR shall Collect from each dwelling unit receiving service, **unlimited quantities** of Bulky Items per pickup.

CONTRACTOR shall Collect up to four 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 four times.

1. Excess Refuse

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

In areas prone to wildlife intrusion into urban areas, upon Customer request, CONTRACTOR shall make available the temporary use of Bear-Resistant Carts or Carts with Gravity Locks for the fee listed on the Form PW-2.1-2.2, Task 1 Service Fees of Exhibit 7. The Carts are to be delivered to Customer within 72 hours of request and removed within 24 hours of the Service Day.

2. Excess Green (Landscaping) Waste

CONTRACTOR shall Collect landscaping waste in bags or bound bundles less than four feet in length, up to **25 bags/bundles** per pickup. This service is not for excess Food Waste. Occupants may also use their personal containers to place excess Green Waste at the Set-Out Site, in lieu of bags or bundles. These containers must be returned to the Set-Out Site after Collection.

3. Special Recyclable/Reusable Items

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

a. Textiles

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

b. Wood and Dry Lumber

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

c. E-waste

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

In addition, the following terms apply.

1. Move-in/Move-Out

CONTRACTOR shall offer an additional Bulky Item Collection to Collect **unlimited quantities** of Bulky Items, bagged excess Refuse, Special Recyclable/Reusable Items within 14 days of an account being opened or closed within the Service Area.

2. 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) for a Collection from their Containers or of Bulky Items in excess of those included B3 of this Exhibit, upon 24-hours' Notice, at charges for additional calls listed on Form PW-2.1-2.2, Task 1 Service Fees of Exhibit 7 and charge for items listed in CONTRACTOR Documentation in Exhibit 17.

Director is considering changing the Bulky Item Collection from a weekly sweep of unlimited quantities required in this CONTRACT to a system requiring 24-hour advance notice call-in, in the future. If that is to occur during the Term of this CONTRACT, CONTRACTOR will revise its monthly Basic Service Fee to reflect the price for Bulky Item Service (On-Call) indicated on Form PW-2.1-2.2, Task 1 Service Fees of Exhibit 7.

If implemented, the following language become applicable:

CONTRACTOR shall Collect Bulky Items including excess waste discarded at the Set-Out Site on next regularly scheduled Collection day upon at least 24-hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR. For items set out without notice, CONTRACTOR shall not immediately Collect but rather shall perform the following:

- Tag items with a Non-Collection Notice describing Notice requirements, and
- Contact Occupant, as provided in item C9 of Section 4, and
- The following week Collect regardless of Notice by Customer or Occupant.

CONTRACTOR shall Collect up to four 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.

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

CONTRACTOR shall conduct the Annual Curbside Cleanup Event each May for Belvedere GDD and each April for Mesa Heights GDD, unless otherwise instructed Director or requested by CONTRACTOR and approved by Director.

D. Bicycle Lane Minimum Service (Up to 15 feet) (Item I3 of Exhibit 3A1)

CONTRACTOR is required to provide this service to Customers along marked bike lanes, which is the shorter version of roll-out service described in Item I3 of Exhibit 3A1 but there shall be no charge to the Customer or COUNTY. The purpose of this service is to keep Containers out of the bikeway. Any properties that have adequate space for Containers to be out of the bike lane, shall not require this service.

This service is similar to services in Item I1 of Exhibit 3A1 but for areas with bike lanes and a Container moving distance up to approximately 15 feet as measured between the Set-Out Site and the location the Occupant places Containers, such as their grass parkway but must not block pedestrian access. This service does not include opening any of the Occupant's gates or doors. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

CONTRACTOR is to move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the street for Collection for more than 30 minutes.

E. Minimum Service (Up to 15 feet) (Item I3 of Exhibit 3A1)

This service is not currently required but may be requested by Director for implementation at any time.

This service is like services in Item I1 of Exhibit 3A1 but for areas with Set-Out Site limitations and a distance up to approximately 15 feet as measured between the Set-Out Site and the location the Occupant places Carts, for the surcharge not to exceed 5 percent of the monthly basic rate. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

This service is to help prevent Carts from being a hazard in the street. This is for locations where there is not adequate space for Collection. CONTRACTOR is to move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the street for Collection for more than 30 minutes.

This distance will be measured as either for the following situations:

- Occupant's temporary location in Public Right-of-Way to the Set-Out Site, such as the grass parkway.
- Occupant's permanent storage location on private property, such as behind a fence at the front property line.

Examples of situations with Set-Out Site limitations include but are not limited to:

- Many parked cars and Occupant temporarily place Carts in the grass parkway behind cars.
- Many parked cars and Occupant temporarily place Carts on the sidewalk behind cars, provided there is adequate space on the sidewalk to not interfere with pedestrians.
- Striped bike paths where Occupant would ordinarily place Carts in the bike path.
- Hillside communities where Carts may impede the flow of vehicular traffic.

F. Special Community Events

Some communities may hold special events that may impact the ability for CONTRACTOR to perform Contract Services. These may include parades or fairs. While events are typically on weekends, the set up may occur during the week, especially on the Friday immediately prior. Not only may access to the immediate area be limited during the event, the increased pedestrians and vehicles in the area may make it advisable for CONTRACTOR to avoid a larger area to ensure the safety of participants.

CONTRACTOR must coordinate Solid Waste Collection services within the area with Director. Abandoned Waste is to be removed from the area as close to the event as possible.

Some events may be one-time and not know by Director until shortly before their occurrence. Below are any known reoccurring events and their tentative schedules.

G. Vehicles (Item E of Exhibit 3A1)

Since safety is a concern due to the terrain in a portion of 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. There shall be no additional fees charged to Customers or COUNTY.

CONTRACTOR shall also make necessary modifications on Vehicles to ensure safety. In the City Terrace area, a standard automated Collection Vehicle will not be allowed to provide service to most of the area due to safety concerns. CONTRACTOR is not to use a Vehicle that exceeds 17 feet in length without Director's written permission. In its plan, CONTRACTOR is exempted from the alternative fuel requirement in item C3 of Section 3 and also exempted from the vehicle billboard requirement in item C7 of Section 3. CONTRACTOR shall conduct regular trainings to drivers to reinforce safety measures needed to ensure their safety and the safety of the Occupants.

Service to Occupants within the area bound by the following streets is included in the City Terrace Vehicle limitation:

- West of 710 freeway,
- South of 10 freeway,
- North of Floral Drive, and
- East of Indiana Street.

In addition to the area above, also included are Occupants on Seigneur Avenue.

CONTRACTOR may request specific streets or blocks within this area to be excluded from the Vehicle limitation if CONTRACTOR can demonstrate to the Director's satisfaction that there will be no safety concerns if a full-sized Vehicle is used.

EXHIBIT 5 – Additional Contract Language

PART 1 - Part no longer used.

PART 2 - Part no longer used.

PART 3 - GENERAL CONTRACT REQUIREMENTS

A. Employment Eligibility Verification

1. CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

2. CONTRACTOR shall defend and hold harmless, COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both about any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of Persons performing services under this CONTRACT.

B. Security and Background Investigations

Security and background investigations of CONTRACTOR's staff may be required at the discretion of COUNTY as a condition of beginning and continuing work under any resulting CONTRACT. The cost of background checks is the responsibility of CONTRACTOR.

C. Consideration of Hiring COUNTY Employees

Should CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a reemployment list during the life of this CONTRACT.

D. Conflict of Interest

No COUNTY employee whose position with COUNTY enables such employee to influence the award of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of CONTRACTOR who may financially benefit from the performance of the work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this CONTRACT will not violate those provisions. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this CONTRACT. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all Persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this CONTRACT subjecting CONTRACTOR to either contract termination for default or debarment proceedings or both. CONTRACTOR must sign and adhere to the "Certification of Compliance" (Form PW-3).

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-3), COUNTY seeks to ensure that all COUNTY CONTRACTOR's which receive or raise charitable contributions comply with California law to protect COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (County Code Chapter 2.202)

J. Social Enterprise Preference Program

This CONTRACT is subject to the provisions of COUNTY’s ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If CONTRACTOR has obtained COUNTY certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

K. Local Small Business Enterprise Preference Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by

reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between this CONTRACT amount and what COUNTY's costs would have been if this CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of this CONTRACT.
- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

L. Disabled Veteran Enterprise Preference Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

If CONTRACTOR has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the CONTRACT.

- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

M. CONTRACTOR Responsibility and Debarment

1. Responsible CONTRACTOR

A responsible CONTRACTOR is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is COUNTY's policy to conduct business only with responsible contractors.

2. Chapter 2.202 of County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this CONTRACT, debar CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts CONTRACTOR may have with COUNTY.

3. Nonresponsible CONTRACTOR

COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any Term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.

4. Contractor Hearing Board

a. If there is evidence that CONTRACTOR may be subject to debarment, Public Works will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.

b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

d. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

e. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide Notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where

evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

5. Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORs.

N. Reporting Requirements for Improper Solicitations

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration. CONTRACTOR shall make the Report either to COUNTY manager charged with the supervision of the employee or to COUNTY Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Among other items, improper consideration may take the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

O. COUNTY's Quality Assurance Plan

COUNTY or its agent will monitor CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such monitoring will include assessing CONTRACTOR's compliance with all this CONTRACT's terms and conditions and performance Standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of this CONTRACT in jeopardy, if not corrected, will be reported to the Board. The Report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR.

If improvement does not occur consistent with the corrective action measures, COUNTY may suspend or terminate this CONTRACT for default or impose other penalties as specified in this CONTRACT.

P. Local Small Business Enterprise Utilization

When requested by COUNTY, CONTRACTOR shall provide to COUNTY via methods specified by COUNTY, such as submission of electronic live (or dynamic) data on invoices for the prime and all Subcontractors using COUNTY-designated

third-Party software system or to a COUNTY approved website, or other means of submitting expenditure information on Subcontractors, including but not limited to the following information: the name, business address and telephone number/e-mail address of each Subcontractor.

In addition, CONTRACTOR shall be required to provide each of the specified Subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed Subcontractors are Local SBE's) and the proposed monetary amount of the work the Subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, CONTRACTOR shall indicate, via methods specified by COUNTY, the actual dollar amounts paid to each listed Subcontractor who performed work on the project. The Subcontractor may be requested to confirm receipt of the actual payment to the Subcontractor by the prime.

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

If in the judgment of Director, or his/her designee, CONTRACTOR is deemed to be in non-compliance with the terms and obligations, Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from COUNTY's final payment to CONTRACTOR.

Q. Compliance with COUNTY's Zero Tolerance Human Trafficking

CONTRACTOR acknowledges that COUNTY has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, COUNTY shall require that CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under the CONTRACT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CONTRACTOR's staff pursuant to this paragraph shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

R. Method of Payment and Required Information

COUNTY may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services

provided under a contract with COUNTY. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

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

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

S. Compliance with Fair Chance Employment Practices

CONTRACTOR shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CONTRACTOR's violation of this paragraph of the Contract may constitute a material breach of CONTRACT. In the event of such material breach, County may, in its sole discretion, terminate CONTRACT.

T. Compliance with the County Policy of Equity

CONTRACTOR acknowledges that COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. CONTRACTOR, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of CONTRACTOR, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject CONTRACTOR to termination of contractual agreements as well as civil liability.

U. Contractor Independence

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

V. Contractor Alert Reporting Database (CARD)

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://www.sam.gov/portal/SAM/.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally

funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

PART 4 - INDEMNIFICATION AND INSURANCE

A. Indemnification and Release of COUNTY

CONTRACTOR shall release, Indemnify, defend, and hold harmless COUNTY and County's Related Parties from and against all Liabilities arising from, connected with, or relating to all the following:

1. Operations

CONTRACTOR and CONTRACTOR's Related Parties' operations or any of their respective services on or after the date of this CONTRACT, including the Contract Services and Liabilities further detailed in the following Indemnifications contained in Part 4A2 through Part 4A5 of this Exhibit 5, but excluding any Liabilities arising from the sole active negligence of COUNTY.

2. Cal/OSHA

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR or COUNTY or both about any alleged act or omission of CONTRACTOR or any of CONTRACTOR's Related Parties that is in violation of any Cal/OSHA regulation. This obligation includes all investigations and proceedings associated with purported violations of 8 CCR 336.10 pertaining to multiemployer work sites. CONTRACTOR shall not be obligated to so release, Indemnify, defend, and hold harmless COUNTY from and against any Liabilities arising from the active negligence of COUNTY.

3. Immigration

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR, any of CONTRACTOR's Related Parties or COUNTY or any one or all of them about any alleged violation of Federal Applicable Law (including the Immigration Reform and Control Act of 1986 (PL. 99-603) pertaining to the eligibility for employment of individuals performing Contract Services. CONTRACTOR shall not be obligated to so Indemnify, release, defend, and hold harmless COUNTY from and against any Liabilities arising from active negligence of COUNTY.

4. Enforcement of CONTRACT or Applicable Law

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, any Liabilities that may be assessed against CONTRACTOR, any of CONTRACTOR's Related Parties or COUNTY or any one or all of them about any alleged failure of COUNTY to exercise COUNTY's rights under

this CONTRACT or to enforce provisions of this CONTRACT or of Applicable Law as permitted under Part 11A4 of Exhibit 5.

5. Disposal

The presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Unpermitted Waste or petroleum to, in, on, at, or under any Vehicle, place, site, or facility where CONTRACTOR or any of CONTRACTOR's Related Parties transports, delivers, stores, processes, Recycles, Composts or Disposes of Solid Waste to the extent that Liabilities are caused indirectly or directly by any of the following:

a. *CONTRACTOR Negligence or Misconduct*

The wrongful, willful, or negligent act, error or omission, or the misconduct of CONTRACTOR or any of CONTRACTOR's Related Parties;

b. *Non-Customer Materials*

The Collection, delivery, handling, Recycling, Processing, Composting or Disposal by CONTRACTOR or any of CONTRACTOR's Related Parties of any materials or waste, including Unpermitted Waste, that are generated by Persons other than Customers and Occupants or Collected from Premises other than Premises;

c. *Failure to Comply with Unpermitted Waste Screening Protocol*

The failure of CONTRACTOR or any of CONTRACTOR's Related Parties to undertake Unpermitted Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; or

d. *CONTRACTOR-Identified Unpermitted Waste*

The improper or negligent Collection, handling, delivery, Processing, Recycling, Composting, or Disposal by CONTRACTOR or any of CONTRACTOR's Related Parties of Unpermitted Waste that CONTRACTOR or any of CONTRACTOR's Related Parties inadvertently Collects from Customers and Occupants and that CONTRACTOR or any of CONTRACTOR's Related Parties identifies as Unpermitted Waste before its delivery, Processing, Recycling, Composting, or Disposal whether:

(1) In one or more occurrence;
(2) Threatened or transpired;

(3) CONTRACTOR or any of CONTRACTOR's Related Parties is negligent or otherwise culpable; or

(4) Those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this item A5, "Liabilities" includes Liabilities arising from or attributable to any operations, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing Indemnification under this item A5 is intended to operate as a CONTRACT under 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and Indemnify COUNTY from liability in accordance with this Section.

The mere presence of household hazardous waste in the Solid Waste that is Collected by CONTRACTOR or any of CONTRACTOR's Related Parties under this CONTRACT will not constitute negligence and in and of itself create any liability on the part of CONTRACTOR or any of CONTRACTOR's Related Parties absent any of the circumstances described in items a through d in this item A5.

With respect to COUNTY's defense under this item A5, COUNTY reserves the right to retain co-counsel at its own cost and expense and CONTRACTOR shall direct CONTRACTOR's counsel to assist and cooperate with COUNTY'S co-counsel.

CONTRACTOR hereby releases and shall not seek contribution or compensation of any nature from COUNTY for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. CONTRACTOR shall not make any claims against or assert an interest in any account, fund, or reserve that COUNTY may establish or otherwise or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve COUNTY is under no obligation to establish or maintain.

B. Insurance

Without limiting its Indemnities, and in the performance of this CONTRACT and until all its Performance Obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain the following programs of insurance at its own expense. Performance Obligations under this Section are in addition to and separate from any other Performance Obligation in this CONTRACT. COUNTY reserves the right to review and adjust the insurance requirements in this Section if COUNTY determines that there have been changes in risk exposures. COUNTY makes no warranty that the insurance coverage terms,

types, and limits in this Part 4B is sufficient to protect CONTRACTOR for Liabilities that may arise from or in relation to this CONTRACT.

1. Primary, Excess, Non-Contributory

All CONTRACTOR's insurance carried under this Part 4B shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

2. Cancellation Notices

All insurance shall contain the express condition that COUNTY is to be given written Notice by mail at least 30 days in advance of cancellation, or at least ten days in advance of cancellation for nonpayment of premium, for all policies evidenced on the certificate of insurance.

3. Noncompliance

Neither COUNTY'S failure to obtain, nor COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any Performance Obligation under this Part 4B. If CONTRACTOR does not provide and maintain those programs of insurance, COUNTY may purchase required insurance coverage without further Notice to CONTRACTOR, and COUNTY may charge CONTRACTOR any premium costs advanced by COUNTY for that insurance and draw on the Performance Assurance provided by CONTRACTOR.

4. Evidence of Insurance: COIs and copies of policies

At least 30 days prior to the Execution Date and thereafter 30 days prior to each policy renewal and within two business days of any Director request, CONTRACTOR shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to Director at the address provided for Notices. Certificates or other evidence must:

a. ***Specifically identify this CONTRACT by name or number***

name the insured Party that matches the name of CONTRACTOR executing this CONTRACT; provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number, and financial rating.

b. ***Types and limits***

Clearly evidence all coverage, types, and limits required in this CONTRACT. Identify standard policy forms or their equivalent. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;

c. ***Cancellation Notice***

Contain the express condition that Director is to be given written Notice by mail at least 30 days in advance of cancellation (ten days for nonpayment of premium) for all policies evidenced on the certificate of insurance;

d. ***List additional endorsements***

(1) Additional insured endorsements. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials, officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed Contract Services, and applicable with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether that liability is attributable to CONTRACTOR or COUNTY. The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this CONTRACT. CONTRACTOR may use an automatic additional insured endorsement if the endorsements meet the requirements of this Part 4B.

(2) Waiver of Subrogation Endorsements. Include copies of subrogation endorsements necessary to effect CONTRACTOR's waiver of its and its insurer(s)' rights of recovery against COUNTY under all insurance under this Section 14B, to the fullest extent permitted by law.

e. ***Deductibles and SIRs***

Identify any deductibles or self-insured retention ("SIR") exceeding $50,000 for Director's approval. CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR.

COUNTY retains the right to require CONTRACTOR to reduce any deductibles or self-insured retention as they apply to COUNTY or to

require CONTRACTOR to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of California; the letter of credit must be issued by a bank or other financial institution acceptable to Director.

If CONTRACTOR has not reached its SIR maximum, CONTRACTOR shall defend COUNTY in the same manner that insurers would have defended COUNTY under required insurance policies.

f. ***Signature verification***

Include documentation acceptable to Director verifying that the individual signing or countersigning the certificates, and at Director's request, the policies, endorsements, or other evidence of coverage, is authorized to do so and identifies his or her company affiliation and title.

g. ***Certified Copies of any Policy***

COUNTY's request, CONTRACTOR shall Promptly provide COUNTY with complete, certified copies of any policy of insurance that CONTRACTOR must secure and maintain under this CONTRACT.

h. ***Claims Made/Retroactive Date***

The policy retroactive date, which can be identified on any insurance written on claims made basis, which must precede the Execution Date. CONTRACTOR shall maintain any claims made coverage for a period of not less than 3 years following expiration, termination, or cancellation of this CONTRACT.

i. ***Insured-vs.-insured***

Clearly evidence that all liability policies provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations.

5. Insurer Financial Rating

CONTRACTOR shall secure insurance provided by an insurance company acceptable to COUNTY with a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

6. Notification of Incidents, Claims, or Suits

CONTRACTOR shall Promptly report the following in writing to Director:

a. Any accident or incident relating to the Contract Services involving injury or property damage that may result in the filing of an insurance claim, its legal claim, or lawsuit against CONTRACTOR, any Subcontractor, and/or COUNTY;

b. Any third-Party claim or lawsuit filed against CONTRACTOR arising from or related to Contract Services;

c. Any injury to a CONTRACTOR employee that occurs on COUNTY property, or,

d. Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money, or securities entrusted to CONTRACTOR.

CONTRACTOR shall submit its Report on a COUNTY "Nonemployee Injury Report" form available on COUNTY's website at http://cao.co.la.ca.us/RMB/pdf/NonEmployeeInjuryReport.pdf.

7. Insurance Coverage Requirements.

CONTRACTOR shall secure and maintain insurance coverage meeting the following requirements:

a. ***General Liability Insurance*** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Annual Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

The general liability policy must provide contractual liability coverage for CONTRACTOR's Indemnification of COUNTY.

b. ***Pollution Liability Coverage*** for pollution conditions resulting from transported cargo, with annual limits of not less than $2 million per occurrence and $4 million aggregate, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by Federal, State, or local governments or third Parties) resulting from pollution conditions caused by transported cargo (including waste).

For the purpose of this Part 4B7b, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for CONTRACTOR's Indemnification of COUNTY. CONTRACTOR's general liability policy may be endorsed to provide the required pollution liability coverage.

c. ***Automobile Liability Coverage*** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent) with a limit of liability not less than $2 million for each accident and endorsed to include pollution liability (written on form CA 99 48 or its equivalent). The insurance must cover all Vehicles used by CONTRACTOR pursuant to its operations and services and the terms of this CONTRACT. CONTRACTORS subject to Federal regulations also shall maintain any other coverage necessary to satisfy State or Federal financial responsibility requirements.

d. ***Workers' Compensation and Employers' Liability*** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which CONTRACTOR is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

(1)	Each accident:	$1 million
(2)	Disease - policy limit:	$1 million
(3)	Disease - each employee:	$1 million

8. Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure that all Subcontractors performing Contract Services under this CONTRACT secure and maintain the insurance coverage required in Part 4B1 through B7 by providing evidence that either:

- 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 the COUNTY's Child Support Services Department. Director will hold a conference with CONTRACTOR within 30 days of CONTRACTOR request. CONTRACTOR may request additional time to correct the Breach, but Director may accept or reject that request at its sole discretion.

B. CONTRACTOR Default. The following constitute CONTRACTOR Defaults

1. Fraud, Misrepresentation, or Breach of Warranties

CONTRACTOR committed any fraud or deceit or made any intentional misrepresentations in the procurement of this CONTRACT; commits, or attempts to commit, any fraud or deceit upon COUNTY after the Award Date of this CONTRACT; makes any material misrepresentations or breaches any warranties in this CONTRACT (including Attachment 5-9H); or includes any materially false or misleading statement, representation, or warranty in any Record or Report.

2. Insolvency or Bankruptcy

CONTRACTOR becomes insolvent or files a voluntary petition to declare bankruptcy; a receiver or trust is appointed for CONTRACTOR; or CONTRACTOR executes an assignment for the benefit of creditors. CONTRACTOR is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether CONTRACTOR has committed an act of bankruptcy and whether CONTRACTOR is insolvent within the meaning of the Federal bankruptcy law or not.

3. Failure to Provide Insurance, Bonds

CONTRACTOR does not provide or maintain in full force and effect all insurance and other assurances of its Performance Obligations, including as required under Part 4 of Exhibit 5 and Section 15, or provide evidence of insurance coverage acceptable to Director.

4. Material or Repeated Violation of Applicable Law

a. Any material Violation of Applicable Law

That is not cured to the satisfaction of Director or applicable Regulatory Agency within 30 days of the Notice, assessment, or determination of that Violation of Applicable Law; or

b. Any repeated Violation of Applicable Law

If CONTRACTOR is entitled to and does contest a Notice, assessment, or determination of Violation of Applicable Law by proceedings conducted in good faith, no Contractor Default will be deemed to have occurred until a final decision adverse to CONTRACTOR is entered.

5. Failure to Collect for Seven Days

Unless due to Uncontrollable Circumstances or otherwise approved by Director, CONTRACTOR fails to Collect from all Occupants with respect to Task 1 or to provide Task 2 Services for seven consecutive calendar days.

6. Failure to Collect for More Than Seven Days

With respect to Task 1 or Task 2 Services, if due to Uncontrollable Circumstances, CONTRACTOR fails to Collect from all Occupants or provide Task 2 Services for a period of more than seven consecutive calendar days.

7. Payments to COUNTY

CONTRACTOR does not timely and fully make any required payment to COUNTY required under this CONTRACT (including payments such as damages or County's Reimbursement Costs):

a. More than twice in any Calendar Year;

b. Within 60 days of Notice by Director that payment is due; or

8. Specified Contractor Defaults

CONTRACTOR Breaches any of the following Sections:

a. Part 11B of Exhibit 5 Child Support Compliance Program

(if not cured within 90 days of Notice given as described in Part 6 of Exhibit 5);

b. Part 12C1 of Exhibit 5 Compliance with ILO Convention Concerning Minimum Age for Employment;

c. Part 12D of Exhibit 5 Nondiscrimination;

d. Part 12F of Exhibit 5 County Lobbyist Ordinance; or

e. Part 6F of Exhibit 5 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Defaulted Property Tax Reduction Program.

9. Uncured or Repeated Breach

CONTRACTOR does not timely cure any other Breach in accordance with item A or CONTRACTOR Breaches any of its Performance Obligations repeatedly or habitually, as determined by Director at their sole discretion, if a specific instance of failure or refusal has been previously cured. However, this Contractor Default will be excused for a period of seven days beginning on the first occurrence of that Contractor Default in the event of Uncontrollable Circumstances, if the event materially affects CONTRACTOR's ability to provide Contract Services. Nevertheless, if Uncontrollable Circumstances interrupt Collection, Customers and Occupants may take actions and COUNTY may exercise any of its rights under Section 11. This Contractor Default will not be excused if it continues for a period of more than seven days beginning on the first occurrence of this Contractor Default.

10. Improper Consideration

COUNTY finds that consideration, in any form, was offered or given by CONTRACTOR either directly or through an intermediary to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR's performance under this CONTRACT where that consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

11. Default Under Guaranty

A default exists under the guaranty, if any, provided in the most recent annual public financial Reports and other periodic public financial Reports of CONTRACTOR and, at Director's request, each of its Affiliates and other entities, if any, performing Contract Services or providing Goods or Services; provided however, that if CONTRACTOR did not submit its own financial Reports before the Execution Date of this CONTRACT, it must

provide a guaranty in the form provided by Director, by a guarantor satisfactory to Director, which guarantor must provide its own audited financial Reports;

C. Notice of Contractor Default

1. Effective Immediately

COUNTY may terminate this CONTRACT effective immediately after Notice by Director to CONTRACTOR of any of the following Contractor Defaults:

a. ***Any Contractor Default, if COUNTY determines that protection of public health and safety requires immediate suspension or termination;***

b. ***A Contractor Default in Part 6B3 of Exhibit 5 (failure to provide insurance, bonds);***

c. ***A Contractor Default described in Part 6B4 of Exhibit 5 (material or repeated Violation of Applicable Law, including County Lobbyist Ordinance);***

d. ***A Contractor Default described in Part 6B10 of Exhibit 5 (improper consideration).***

2. Effective 30 days

COUNTY may terminate this CONTRACT effective 30 days after Notice by Director to CONTRACTOR of any Contractor Default other than Contractor Defaults listed in this Part 6C1 of Exhibit 5 or termination events listed in Part 6D of Exhibit 5.

3. Effective 15 days

COUNTY may terminate this CONTRACT effective 15 days after Notice by Director to CONTRACTOR of COUNTY's right to terminate this CONTRACT in the event of Criminal Activity in accordance with Part 9K of Exhibit 5 and Part 6D2c of Exhibit 5.

4. Effective Ten days

COUNTY may terminate this CONTRACT effective ten days after Notice given by Director for failure to comply with County Defaulted Property Tax Reduction Program in accordance Part 6F of Exhibit 5.

D. Suspension or Termination of CONTRACT

1. Suspension

Together with any other rights COUNTY may have under this CONTRACT, Director may suspend this CONTRACT, in whole or in part, for a period of 45 days effective immediately upon Notice to CONTRACTOR in any of the following events:

a. A Contractor Default

b. COUNTY Right

COUNTY exercise of its right to suspend this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR; or

c. Other

Any other Contractor Default in Exhibits 3A1 or 3A2.

During that 45-day period CONTRACTOR shall have the opportunity to demonstrate to Director that CONTRACTOR can once again fully perform Contract Services in accordance with this CONTRACT. If CONTRACTOR so demonstrates, COUNTY's right to suspend this CONTRACT will cease and CONTRACTOR may resume providing services. If CONTRACTOR does not so demonstrate, COUNTY may continue the suspension and terminate this CONTRACT and exercise any other rights and remedies under this CONTRACT.

2. Termination

a. Contractor Default

COUNTY may terminate this CONTRACT, in whole or in part, upon the occurrence of a Contractor Default and Notice to CONTRACTOR at the times provided in Part 6D3 of Exhibit 5.

b. Failure to Agree on Service Fee Adjustments

(1) Unplanned 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 agreement to adjust for a unplanned adjustments such as Change in Law, extraordinary circumstances, or changes in Service Specifications or Service Standards after good faith negotiations during a period of at least 30 days.

(2) Planned Adjustments

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees for the planned annual adjustments in in accordance with items C, D, and E of Exhibit 7, COUNTY will have the option to either make the adjustment it feels is accurate or not adjust the rate for the upcoming Fiscal Year.

c. Criminal Activity

COUNTY may terminate this CONTRACT upon Notice required in Part 6C of Exhibit 5 if COUNTY exercises its right to terminate this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR.

d. Annexation/Dissolution of Service Area

It is understood that in the event annexation or the dissolution of all or a portion of the Service Area, this CONTRACT and all obligations of either of the Parties thereto shall end and CONTRACTOR and COUNTY shall amend this CONTACT to delete the annexed area from the definition of Service Area. Such annexations/dissolution may result from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, resulting from municipal annexation or incorporation, or any other reason.

Upon request of Director, CONTRACTOR shall use Reasonable Business Efforts to cooperate with a local agency with respect to providing Customers Services and County Services or MSW Management Services, in the event the Service Area is annexed by that local agency in accordance with applicable laws.

COUNTY will provide information regarding any known annexations or incorporations at the proposers/bidder's conference; however, CONTRACTOR is responsible for investigating the Service Area and determining which areas are prone to annexation or incorporation. For example, the City of Santa Clarita has annexed portions of the unincorporated communities of the County of Los Angeles and it is reasonable to expect additional annexations during the Term of this CONTRACT.

3. Suspension/Termination for Nonappropriation of Funds

This CONTRACT, COUNTY shall not be obligated for CONTRACTOR's performance hereunder, with respect to County Services under this Exhibit during any of COUNTY's future Fiscal Years unless and until the Board appropriates funds for this CONTRACT in COUNTY's budget for each such

future Fiscal Year. If funds are not appropriated for this CONTRACT, then this CONTRACT may be suspended or terminated as of June 30 of the last Fiscal Year for which funds were appropriated. Director will notify CONTRACTOR in writing of any such nonallocation of funds as soon as possible.

4. Suspension/Termination for Convenience

a. COUNTY's Best Interest

This CONTRACT may be suspended or terminated, in whole or in part, from time to time, when COUNTY deems such action, at its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be affected by Notice of suspension or termination to CONTRACTOR specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the Notice is sent.

b. Stop Suspended/Terminated Work; Complete Non-Suspended/ Terminated

After receipt of a Notice of suspension or termination and except as otherwise directed by Director, CONTRACTOR shall:

(1) Stop work under this CONTRACT on the date and to the extent specified in such Notice; and
(2) Complete performance of such part of the work as shall not have been suspended or terminated by such Notice.

c. Records Retention

All material including books, Records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this CONTRACT shall be maintained by CONTRACTOR in accordance with Section 9A and Part 3G of Exhibit 5.

d. Completion of Work

If this CONTRACT is suspended or terminated, CONTRACTOR shall complete within Director's suspension or termination date contained within the Notice of suspension or termination, those items of work which are in various stages of completion, which Director has advised CONTRACTOR are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by CONTRACTOR under this CONTRACT shall be

delivered to Director upon request and shall become the property of COUNTY.

e. Suspension or Termination in Part

COUNTY may suspend or terminate part of this CONTRACT. An example of suspension or termination in part is suspending Task 1 Service but not Task 2 Service.

E. CONTRACTOR Responsibility and Debarment

1. Child Support Compliance Program

COUNTY may debar CONTRACTOR from doing business with COUNTY if COUNTY determines after giving Notice and conducting a hearing in accordance with Chapter 2.202 of County Code, which shall apply to this CONTRACT, that CONTRACTOR (or any of its Subcontractors) is not responsible within the meaning of Chapter 2.202 and in accordance with COUNTY's policy to do business with responsible contractors; CONTRACTOR's failure to comply with the Child Support Compliance Program, as provided in Part 11B of Exhibit 5, may be cause for debarment in accordance with Section 2.200.020 of County Code.

2. County Defaulted Property Tax Reduction Program

COUNTY may debar CONTRACTOR from doing business with COUNTY as provided in item F2 of this Exhibit.

F. Termination For Breach Of Warranty To Maintain Compliance With County Defaulted Property Tax Reduction Program

1. Contractor Default

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part 11C of Exhibit 5 shall constitute a Contractor Default under Part 6B of Exhibit 5.

2. Termination/Debarment

Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure that Contractor Default within ten days of Notice shall be grounds upon which COUNTY may terminate this CONTRACT under Part 6D2a of Exhibit 5 and/or pursue debarment of CONTRACTOR pursuant to County Code Chapter 2.206 and Part 6E2 of Exhibit 5.

PART 7 - Part no longer used

PART 8 - TRANSFER OF CONTRACT

A. COUNTY Consent

CONTRACTOR may not transfer this CONTRACT, or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without COUNTY's prior written consent given at COUNTY's sole discretion. Any transfer or attempted transfer of this CONTRACT, the franchise granted under it or any rights and duties under it, made without COUNTY'S consent, at COUNTY's option, will be invalid. COUNTY's consent must be a written amendment to this CONTRACT that is formally approved by the Board of Supervisors and executed by (1) CONTRACTOR and (2) the Board, or if delegated by the Board, Director. Any transfer, with or without consideration for any reason whatsoever without COUNTY's (or Director's, if applicable) express prior written approval, shall be a Breach of this CONTRACT, which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR. COUNTY may condition consent on payment of amounts specified in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3 in consideration for the value of good will and intangibles that accrued to COUNTY and Customers and Occupants in the award of this CONTRACT to CONTRACTOR.

"Transfer" means an action (or inaction) that has any of the following direct (or indirect) effects:

1. Control or Ownership of CONTRACTOR

Changing any or all of the following:

- The effective control of CONTRACTOR, or
- Ownership interest of CONTRACTOR (including buyout, merger, acquisition, consolidation, reorganization, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation (except to Immediate Family or a trust created primarily to benefit members of the Immediate Family) unless CONTRACTOR proves to satisfaction of COUNTY less than 25 percent of ownership interest has changed;

2. Control or Ownership of Contract Service Assets

Changing either or both of the following:

- The effective control.

- The ownership (actual or constructive) of Contract Service Assets (except for sales or transfers to the Immediate Family or a trust created primarily to benefit the Immediate Family) unless CONTRACTOR proves to satisfaction COUNTY that less than 20 percent of the value of Service Assets has changed ownership.

3. Someone Other Than CONTRACTOR Performing Contract Services

Resulting in someone other than CONTRACTOR performing contract services or assuming the obligation to provide Contract Services (including substitution of someone else by a surety company providing a performance bond, transfer, conveyance, sublease, or licensing).

For purposes of this definition, an action (or inaction) includes assignment by operation of law, such as insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution levied against this Agreement, appointment of a receiver taking possession of any of CONTRACTOR's tangible or intangible property, or transfer occurring in a probate or other estate proceeding.

"**Immediate Family" means** parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in CONTRACTOR as of the Execution Date.

"ownership" means the state or fact of being the direct (or indirect), actual (or constructive) owner of property, including a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation(s).

B. CONTRACTOR Demonstration

Without obligating Director to give consent, CONTRACTOR shall demonstrate to Director's satisfaction that the proposed transferee has the operational and financial ability to satisfy CONTRACTOR's Performance Obligations.

C. Payment of COUNTY's Transfer Costs

1. Transfer Deposit

CONTRACTOR must make any request for Director's consent to a transfer in the manner prescribed by Director. Director may condition consent to any transfer, other than a transfer to an Affiliate, on CONTRACTOR's payment to COUNTY of $5.00 per Customer. CONTRACTOR shall pay COUNTY a transfer Deposit before Director's consideration of CONTRACTOR's request. COUNTY will return to CONTRACTOR any amounts paid more than the transfer Costs incurred.

2. Additional Transfer Costs

While COUNTY's Processing CONTRACTOR's request for transfer, CONTRACTOR shall further pay COUNTY its additional transfer Costs more than the transfer Deposit within 30 days of Director's request therefore, if Director approves the transfer. At CONTRACTOR's request, COUNTY will provide CONTRACTOR access to all Records evidencing the transfer Costs incurred.

D. County's Reimbursement Costs of Enforcement

In addition, CONTRACTOR shall pay County's Reimbursement Costs for fees and investigation costs as COUNTY may deem necessary to enjoin the transfer or to otherwise enforce this provision within 30 days of COUNTY's request therefore.

Any payment by COUNTY to any approved delegate or transferee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

PART 9 - GENERAL PROVISIONS

A. Exercise of Options

Parties will exercise any approval, disapproval, consent, judgment, option, discretion, election, opinion, or choice under this CONTRACT, make a requirement under this CONTRACT or interpret this CONTRACT ("Discretionary Action") reasonably. Any mediator, arbitrator, or court must find the Party's exercise to be reasonable. Recognizing the essential public health and safety protections this CONTRACT serves, where this CONTRACT specifically provides that the exercise of any Discretionary Action is in either Party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party will not question or challenge the first Party's exercise thereof. Parties will nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.

B. Independent Status

CONTRACTOR is an independent entity and not an officer, agent, servant, or employee of COUNTY. This CONTRACT is between COUNTY and CONTRACTOR and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and CONTRACTOR, including for purposes of workers' compensation. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, and any Subcontractors. Nothing in this CONTRACT will be construed as creating an arrangement for handling Unpermitted Waste. CONTRACTOR bears the sole responsibility and liability for furnishing workers' compensation and all other benefits required by law to any individual for injuries arising from or connected with Contract Services performed on behalf of CONTRACTOR under this CONTRACT.

C. Damage to Property and Personal Injury

CONTRACTOR shall not cause damage to property or personal injury. 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.

1. Property Damage

At its sole expense, CONTRACTOR shall repair, replace, or reimburse in an attempt to satisfy the owner of damaged public or private property in an attempt to satisfy the property owner, the cost of any damage caused by the negligent or willful acts or omissions of CONTRACTOR. This includes

the actual damaged property and any related damages, such as a car rental.

2. Personal Injury

At its sole expense, CONTRACTOR shall reimburse in an attempt to satisfy the injured individual, the cost of any personal injury caused by the negligent or willful acts or omissions of CONTRACTOR.

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 Contract Services and Service Specifications and minimum Service Standards that do not result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee***

b. ***Changes to Exhibit 17 Contractor Documentation***

c. ***Changes to Attachment 5-9G Authorized Representative of Director***

d. ***Immaterial changes to immaterial Performance Obligations***

2. Written Amendments

The following changes in this CONTRACT after the Execution Date will be effective only upon execution of a written amendment to this CONTRACT, including warranties by the Parties in accordance with Section 14B:

a. Changes in the scope of Contract Services and Service Standards that result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee; and

b. Material changes to material Performance Obligations (such as the period of performance, payments, or any material Term or condition included in this CONTRACT).

F. Notices

All Notices required or permitted to be given under this CONTRACT must be in writing with proof of delivery and acknowledgment by recipient. All Notices to COUNTY must be addressed to Director as provided in Attachment 5-9G, on CONTRACTOR letterhead, and signed by authorized representative. All Notices to CONTRACTOR must be addressed to the authorized representative of CONTRACTOR named in CONTRACTOR Documentation in Exhibit 17 (who will be CONTRACTOR's primary contact under this CONTRACT).

COUNTY Notice to CONTRACTOR is deemed effective on the date delivered with evidence of receipt or three days after the date of mailing, as evidenced in proof of mailing and post-marked date on envelope.

Notices of suspension or termination of this CONTRACT may be personally delivered to any individual whose actual knowledge of suspension or termination would be sufficient Notice to CONTRACTOR, including:

1. An individual, if CONTRACTOR is a sole proprietor;

2. Copartner, if CONTRACTOR is a partnership; or

3. The president, vice president, secretary, or general manager, if CONTRACTOR is a corporation.

G. Authorized Representative of Director

COUNTY authorizes Director to make requests or requirements of CONTRACTOR or give approvals under this CONTRACT, excluding consents to transfer or written amendments of this CONTRACT. The authorized representative of Director named in Attachment 5-9G is CONTRACTOR's primary contact under this CONTRACT and can be contacted as provided in Attachment 5-9G. CONTRACTOR shall give that authorized representative a copy of all Notices in accordance with Part 9F of Exhibit 5. From time to time, Director may change Attachment 5-9G by Notice to CONTRACTOR.

H. Authority and Representations; COUNTY Disclaimer

1. COUNTY

COUNTY represents and disclaims as follows:

a. ***Status***

COUNTY is a political subdivision of the State of California.

b. ***Authority and Authorization***

COUNTY has full legal right, power, and authority to execute and deliver this CONTRACT and perform its obligations under this CONTRACT. This CONTRACT has been duly executed and delivered by COUNTY and constitutes a legal, valid, and binding obligation of COUNTY enforceable against COUNTY in accordance with its terms.

c. ***No Warranty Regarding Waste Characterization***

COUNTY makes no representations or warranties with respect to the waste characterization within COUNTY, any waste Disposal characterization study, or projections by material type with respect to waste in COUNTY. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness for any purpose of Solid Waste or any portion thereof.

2. **CONTRACTOR**

CONTRACTOR represents and warrants as provided in Attachment 5-9H.

I. Limitation on Terms and Conditions

With respect to Task 1 only, CONTRACTOR shall limit the terms of terms and conditions to no longer than the remaining period of the Term. CONTRACTOR may not include in the terms of terms and conditions any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action (such as written Notice within a specified time before the stated expiration of the terms and conditions) to terminate the terms and conditions.

J. Notice by Customer

CONTRACTOR shall give each Customer the option to terminate its terms and conditions for services that are not Contract Services not included in a parcel's allotment of service paid through the property tax, without cause on 7-days' Notice. CONTRACTOR shall refund any advanced payment for service after termination.

K. Criminal Activity

1. Notice

CONTRACTOR shall immediately give Notice to Director on the occurrence of any convictions of a Criminal Activity or any pleas of "guilty," "nolo contendere," or "no contest" to a Criminal Activity with respect to CONTRACTOR or any of its CONTRACTOR Managers (except for CONTRACTOR Managers in a Position of Influence). CONTRACTOR shall use Reasonable Business Efforts to immediately give Notice to Director on the occurrence of any convictions or any pleas with respect to CONTRACTOR or any of its CONTRACTOR Managers in a Position of Influence, and any of its CONTRACTOR employees who come in direct contact with the residents.

2. CONTRACTOR Cure

Upon the occurrence of any conviction or any plea described in Part 9K1 of Exhibit 5, CONTRACTOR immediately shall do or cause to be done both of the following:

a. ***Terminate***

Terminate from employment or remove from office any offending CONTRACTOR Manager who is an individual, or with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity; and

b. ***Eliminate***

Eliminate the participation in management of CONTRACTOR by that CONTRACTOR Manager who is an individual or, with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity from any Position of Influence.

3. COUNTY Remedies

COUNTY may suspend or terminate this CONTRACT or may impose other sanctions (which may include financial sanctions or any other condition deemed appropriate short of suspension or termination), as it deems proper, in either or both the following events:

a. ***CONTRACTOR or any Affiliate fails to effectuate the cure described in Part 9K2 of Exhibit 5; or***

b. ***The Criminal Activity is related to this CONTRACT or occurring in COUNTY.***

4. Limitations on CONTRACTOR Manager

No CONTRACTOR Manager may have previously been convicted of a Criminal Activity or any plea of "guilty," "nolo contendere," or "no contest" to a Criminal Activity.

5. Contractor Documentation

CONTRACTOR shall list all CONTRACTOR Managers in Contractor Documentation in Exhibit 17.

L. Delay of Performance Obligations

Immediately upon learning that any actual or potential circumstance is delaying or threatening to delay the timely satisfaction of a Performance Obligation, CONTRACTOR shall give Director a Notice of the delay, including all relevant information, such as identifying the Performance Obligation, circumstance, and duration of the delay, and whether or not CONTRACTOR believes that the delay is due to Uncontrollable Circumstances. CONTRACTOR shall propose a solution for Director approval.

M. Subcontractors

CONTRACTOR shall not engage any Subcontractor in an amount exceeding $50,000 for any individual Subcontractor without prior Director approval of the Subcontract and Subcontractor. CONTRACTOR is responsible for directing the work of CONTRACTOR's Subcontractors and any compensation due or payable to CONTRACTOR's Subcontractors is the sole responsibility of CONTRACTOR. CONTRACTOR shall remove any approved Subcontractor for good cause at Director's request. CONTRACTOR shall identify all Subcontractors in Contractor Documentation in Exhibit 17. In its Annual Report, CONTRACTOR shall disclose to Director the name of all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor (including ownership interests).

PART 10 - DEFINITIONS AND INTERPRETATION OF CONTRACT

A. Definitions

Defined words in this CONTRACT have the meanings given in Attachment 5-10A.

B. Interpretation and Construction

1. Gender and Plurality

Words of the masculine gender include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa unless the context demands otherwise. (For example, reference to a defined "Solid Waste Facility" may include reference to more than one facility identified by CONTRACTOR in Contractor Documentation in Exhibit 17.)

2. Headings; Font

Any captions or headings following the Exhibit, Attachment, Section, subsection, paragraph, and other attachments and subdivisions of this CONTRACT that precede the operative text of this CONTRACT are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this CONTRACT. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this CONTRACT.

3. References to Parts

References to Sections refer to Sections of this CONTRACT, unless specified otherwise. References to Exhibits and Attachments refer to Exhibits and Attachments attached to this CONTRACT. Reference to "subsections" refers to the subsections contained in the same Section in which the reference occurs, unless otherwise referenced.

4. Examples

Examples are for purpose of illustration only. If any example is ambiguous, inconsistent, or conflicts with the text that it illustrates, the text governs.

5. Specifics No Limitation on Generalities

The mention of any specific duty or liability imposed on CONTRACTOR may not be construed as a limitation or restriction of any general liability or duty imposed on CONTRACTOR by this CONTRACT or Applicable Law.

6. Exhibits

The exhibits to this CONTRACT, including their attachments, are part of this CONTRACT to the same extent and effect as if included in the text of Sections 1 through 16.

7. Inconsistencies and Conflicts

a. If any provision of Exhibits 3A1, 3A2, or 3A3 is inconsistent or conflicts with Sections 1 through 16 or Exhibit 5 of this CONTRACT or any other Exhibits or Attachments to this CONTRACT, then the provisions of Exhibits 3A1, 3A2, and 3A3 will govern, and

b. If any provision of Sections 1 through 16 or Exhibit 5 of this CONTRACT is inconsistent or conflicts with any Exhibit (other than Exhibits 3A1, 3A2, or 3A3), including Contractor Documentation, then the provision of Sections 1 through 14 or Exhibit 5 of this CONTRACT will govern unless Director determines that it is contrary to the interest of the Parties.

C. Integration

This CONTRACT contains the entire CONTRACT between the Parties with respect to the rights and responsibilities of the Parties under this CONTRACT. This CONTRACT completely and fully supersedes all prior oral and written understandings and contracts between the Parties with respect to those rights and responsibilities.

D. Governing Law

This CONTRACT is governed by, and construed and enforced in accordance with the law of the State of California, without giving effect to the State's principles of conflicts of laws.

E. Severability

If any clause, sentence, provision, subsection, or Section of this CONTRACT or Exhibit to this CONTRACT (an "Contract Provision") is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent jurisdiction, then the Parties will take the following actions:

1. Promptly meet and negotiate a substitute for the CONTRACT Provision and any related amendments, deletions, or additions to other provisions of this CONTRACT, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and

2. If necessary or desirable to accomplish preceding item 1, apply to the court that declared the invalidity for a judicial construction of the substituted CONTRACT Provision and any amendments, deletions, or additions to this CONTRACT. Within ten days of Director's request, CONTRACTOR shall pay COUNTY an amount equivalent to 100 percent of the Direct Costs of the application.

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

F. Interpretation

This CONTRACT will be interpreted and construed neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. CONTRACTOR acknowledges that it determined to provide Contract Services in the Service Area and to execute this CONTRACT upon CONTRACTOR's own choice and initiative. Each Party represents and warrants that it and its counsel have reviewed this CONTRACT, and the Parties agree that no provision in this CONTRACT will be construed against the drafting Party.

PART 11 - COMPLIANCE WITH LAWS AND REGULATIONS

A. Applicable Law

1. Compliance

CONTRACTOR shall secure and maintain all Permits, licenses, registration, agreements, and comply with all Applicable Laws, including (as required by 13 CCR 2021.1) all applicable air pollution control laws such as Diesel Particulate Matter Control Measure of on-road, heavy-duty, and the Property Tax Reduction Ordinance. No obligation in this CONTRACT may be construed to relieve CONTRACTOR of any obligations imposed by Applicable Law.

CONTRACTOR shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/Permits from the appropriate Federal, State, or local authorities for work to be accomplished under this CONTRACT, including, but not limited to, a valid Waste Collector Permit issued by County Department of Public Health, Green Waste Quarantine Zone compliance agreement from California Department of Food and Agriculture, waste and used tire hauler registration from CalRecycle, and hazardous waste transportation Permit from CalRecycle.

CONTRACTOR shall secure and maintain valid waste and used tire hauler registration therefore in accordance with California Public Resources Code Section 42950 et seq. and any Permit required by Applicable Law for handling E-waste. CONTRACTOR shall transport tires to and Dispose of them at a facility authorized and permitted in accordance with Applicable Law to accept tires. CONTRACTOR shall comply with all applicable regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82.

2. Referenced Provisions

References in this CONTRACT to provisions or requirements of Applicable Law may not be construed to limit CONTRACTOR's obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate CONTRACTOR's satisfaction of its Performance Obligations and COUNTY's administration and specific enforcement of this CONTRACT and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this CONTRACT. If any provision of this CONTRACT is more stringent than Applicable Law, CONTRACTOR shall comply with that provision.

3. Fines and Penalties

CONTRACTOR is solely liable for all fines and penalties that may be imposed on CONTRACTOR or may be due to CONTRACTOR's actions, including fines and penalties that are the result of CONTRACTOR's Violation of Applicable Law (including Permits). CONTRACTOR shall not seek reimbursement from COUNTY, Customers, or Occupants for any fines or penalties.

4. Contractual Obligations

Provisions of Applicable Law are incorporated in this CONTRACT by reference as if set forth fully in this CONTRACT as contractual obligations of CONTRACTOR to COUNTY.

a. Breaches

In addition to or in lieu of prosecuting violations of those provisions as misdemeanors, infractions, or otherwise in the manner provided under Applicable Law, COUNTY may enforce those provisions in the same manner as it may enforce CONTRACTOR's other contractual obligations under this CONTRACT, including specific performance and as Breaches subject to cure in accordance with Part 6A of Exhibit 5. However, COUNTY has no obligation to enforce any Applicable Law.

b. Violation

Violation of Applicable Law is a Contractor Default subject to contest as provided in Part 6B4 of Exhibit 5.

5. COUNTY's Protection of Public Safety, Health, and Welfare

CONTRACTOR acknowledges that COUNTY is authorized to make all necessary and reasonable rules and regulations regarding all aspects of MSW Management Services to protect the public's health, safety, and welfare.

No provision in this CONTRACT is deemed to limit the power of COUNTY to regulate CONTRACTOR or to take any action as COUNTY deems appropriate or necessary in Director's sole and absolute discretion, under COUNTY's police power, including to protect the public's health, safety, and welfare.

6. Compliance with Applicable Law of COUNTY

CONTRACTOR shall comply with Applicable Law of COUNTY subject to possible adjustments in the Service Fees in the event of Changes in Law in accordance with items B, C, D, and E of Exhibit 7.

B. COUNTY Child Support Compliance Program

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200), CONTRACTOR shall fully comply with employment and wage reporting requirements under the Federal Social Security Act (42 U.S.C. Section 653(a) and California Unemployment Insurance Code Section 1088.5. CONTRACTOR shall implement lawfully served wage and earnings withholding orders or COUNTY Child Support Services Department Notices of wage earnings assignment for child, family, or spousal support issued in accordance with California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

C. County Defaulted Property Tax Reduction Program

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies to the best of its knowledge under Attachment 5-9H, that as of the Execution Date it complies with County Code Chapter 2.206. Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR shall comply with County Code Chapter 2.206.

PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS

A. Labor Code

CONTRACTOR and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other Applicable Laws related to labor. By and through its execution of this CONTRACT, CONTRACTOR represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this CONTRACT and agrees to fully comply with those provisions.

1. Consideration of GAIN/GROW Participants for Employment

Should CONTRACTOR require additional or replacement personnel after the Execution Date, CONTRACTOR shall give consideration for any of those employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. For this purpose, "consideration" means that CONTRACTOR shall interview qualified candidates. If both laid-off COUNTY employees and GAIN and GROW participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees first priority.

B. Notices to Employees

1. Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each Subcontractor performing Contract Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. The Notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 that CONTRACTOR has attached as Contractor Documentation.

2. Regarding Safely Surrendered Baby Law

CONTRACTOR acknowledges that COUNTY places a high-priority on the implementation of the Safely Surrendered Baby Law (SB 1368).

a. Fact Sheet

CONTRACTOR shall notify and provide to its employees and shall require each Subcontractor performing Contract Services to notify and provide to Subcontractors' employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. CONTRACTOR shall print and make available in every facility where its employees are present, including Offices and operation yards, the fact sheet that is available at www.babysafela.org.

b. Poster

CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR shall also encourage its Subcontractors to post this poster in a prominent position in the Subcontractors' place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

3. Regarding Child Support

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR further acknowledges that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

4. Time Off for Voting

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

C. Prohibition Against Use of Child Labor

1. Compliance with International Labor Organization Convention Concerning Minimum Age for Employment

CONTRACTOR shall not knowingly sell or supply to COUNTY or Customers and Occupants any products, goods, supplies, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment (the "Convention Concerning Minimum Age for Employment"). If CONTRACTOR discovers that any products, goods, supplies, or other personal property sold or supplied by CONTRACTOR to COUNTY or any Customer are produced in violation of that Convention, CONTRACTOR shall immediately provide an alternative source of supply that complies with that Convention.

2. Provide COUNTY with Records

At COUNTY's request, CONTRACTOR shall provide documentation satisfactory to COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY or any Customer or Occupant relating to Contract Services.

3. Provide COUNTY with Manufacturers' Certification

At COUNTY's request, CONTRACTOR shall provide to COUNTY the manufacturer's certification of compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

D. Nondiscrimination

1. Employees

CONTRACTOR and its Affiliates shall employ qualified applicants and treat employees equally without regard to or because of race, color, national origin, ancestry, religion sex, age, physical or mental disability, marital status, or political affiliation and in compliance with all State of California and Federal antidiscrimination laws, including in employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, Service Fees of pay, other forms of compensation, and selection of training (including apprenticeship).

2. Subcontractors, Proposers/Bidders, and Vendors

CONTRACTOR shall deal with its Subcontractors, proposers/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 12D4 of Exhibit 5.

5. Remedies for Discrimination

If COUNTY finds that CONTRACTOR has violated any provisions of this subsection D, that violation constitutes a Contractor Default. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this subsection D have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State of California or Federal antidiscrimination laws will constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of Part 12D of Exhibit 5.

E. Safety

1. Services Safety Official

CONTRACTOR shall designate in Contractor Documentation in Exhibit 17 a Services Safety Official who shall be thoroughly familiar with CONTRACTOR's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). CONTRACTOR shall ensure that the Services Safety Official is available always Contract Services are provided to abate any potential safety hazards. CONTRACTOR shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If CONTRACTOR fails to designate or make available the Services Safety Official, COUNTY may direct CONTRACTOR to cease providing Contract Services at no cost to COUNTY until CONTRACTOR complies with this Section.

2. Safety Responsibilities

CONTRACTOR is responsible for the safety of equipment, material, and personnel under CONTRACTOR's control or authority during performance of Contract Services. CONTRACTOR is solely responsible for ensuring that all work performed under this CONTRACT is performed in strict compliance with all Applicable Laws with respect to occupational safety regulations. CONTRACTOR shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

F. COUNTY Lobbyists

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in County Code Section 2.160.010, retained by CONTRACTOR shall fully comply with County Lobbyist Ordinance.

ATTACHMENT 5-9G – Authorized Representative of COUNTY's Director

Name: Wendy Bui

Telephone Number: (626) 300-4593

E-mail Address: WBui@PW.LACounty.gov

Address for Notices by Mail:

Los Angeles County Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460

Director's Office Hours : 7 a.m. to 5:30 p.m. Monday - Thursday
Established by Director

Signature: _____

Printed Name: _____

Date: _____

Acknowledged by CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 5-9H – CONTRACTOR's Representations and Warranties

A. Status

CONTRACTOR is duly organized, validly existing and in good standing under the laws of and is qualified to do business in the State of California with full power and authority to execute and deliver this CONTRACT and to perform its Performance Obligations. This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with its terms.

B. Statements and Information

All information and documentation 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 17 for Disposal is a Disposal facility that is permitted to accept and Process Refuse in accordance with Applicable Law.

2. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Recyclables is a materials recovery facility that is permitted to accept and Process Recyclables in accordance with Applicable Law.

3. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Green Waste is a facility that is permitted to accept and Process Green Waste in accordance with Applicable Law.

L. Contractor Documentation

As of the Execution Date, CONTRACTOR has submitted all Contractor Documentation in accordance with Exhibit 17.

M. Personnel

CONTRACTOR fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing Contract Services meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

ATTACHMENT 5-10A - Definitions

Abandoned Waste means Solid Waste which has been improperly discarded or dumped at locations in Public Right-of-Way excluding at the Set-Out Site, generally larger than 12 inches in size, including palm fronds but excluding other materials 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 smaller than 12 inches in size.

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

Affiliate means a Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with CONTRACTOR.

Annual Report is described in item A3 of Section 10.

Applicable Law means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, COUNTY (including its County Code together with rules and regulations promulgated there under and COUNTY's Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, South Coast Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contract Services or the performance of the Parties' respective obligations under this CONTRACT, including those that concern health, safety, fire, mitigation monitoring plans, building codes, and zoning, and further including the following:

- Vehicles:
  - California Health and Safety Code Section 43000 et seq., with respect to air emissions (smog checks);
  - California Vehicle Code Section 27456b, with respect to tires;
  - California Vehicle Code Section 34500 et seq., with respect to documentation through its maintenance log or otherwise of a safety compliance report issued under Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
  - Rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
  - Rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
  - Vehicle weight limits;
  - The appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;

  - Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 et seq.; and
  - 14 CCR 17341, 17342, 17343 and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
- Containers:
  - 14 CCR 17314, with respect to maintenance and placement of Containers; and
  - 14 CCR 17317, with respect to placing identifying name and telephone number on Containers;
- Labor:
  - Drug and alcohol testing;
  - Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 et seq.), and rules and regulations of California Division of Occupational Safety and Health; and
  - Immigration Reform and Control Act of 1986 (PL.99-603);
- Environmental Protection:
  - CERCLA;
  - RCRA;
  - Clean Air Act (42 U.S.C. Section 1351 et seq., 42 U.S.C. Section 7401-7642); and California Clean Air Act (California Health and Safety Code Section 39000 et seq.);
  - California Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.);
  - California Hazardous Materials Release Response Plan and Inventory Act (California Health and Safety Code, Division 20, Chapter 6.95, Section 25500 et seq.);
  - Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.); and
  - Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.); and
- Miscellaneous:
  - County Lobbyist Ordinance;
  - County Defaulted Property Tax Reduction Ordinance.
  - Civil Rights Act of 1964 (Subchapter VI of Chapter 21 of Title 42);
  - AB 939; and
  - AB 1826.

Reference to Applicable Law includes future amendments and supplements to or replacement, restatement, or recodification thereof.

Assembly Bill (AB) 939 means the California Integrated Waste Management Act of 1989, California Public Resources Code Section 40000 et seq., and regulations thereunder.

Authorized Commercial Waste Hauler means a waste hauler that has signed a Commercial Franchise agreement with COUNTY and is currently in good standing.

Award Date means the date County of Los Angeles Board of Supervisors approves the CONTRACT.

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

Basic Service Fee means the monthly charges that CONTRACTOR bills a Customer for providing Collection with respect to Task 1 Services, without additional optional services.

Best Efforts mean serious and sizeable efforts that a respectable Person would take in the same (or similar) circumstances, using principles of impartiality of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith.

Bilingual means in the languages of English and Spanish or other languages that may be required under Article 4 of SB 1383 or other laws.

Board of Supervisors means the Board of Supervisors of County of Los Angeles.

Breach means CONTRACTOR's failure to fully and timely meet one or more Performance Obligations.

Bulky Item means any large item of Solid Waste that will not fit into an empty Container that can be safely lifted by two individuals using a dolly that has been placed at the Set-Out Site for Collection by CONTRACTOR. For Customers with roll-out service, this includes items called in to CONTRACTOR for Collection. A Bulky Item includes, but is not limited to the following:

- Discarded furniture (such as chairs, sofas, mattresses, and rugs);
- Large Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and other similar items commonly known as "white goods");
- Up to two tires from passenger cars or pickup trucks;
- Up to two bags/bundles of Construction and Demolition debris bound or in containers, not longer than four feet in length, up to 70 pounds in weight;
- Palm fronds (not required to be cut to four-foot lengths).

Bulky Items excludes items such as:

- Large truck tires;
- Unpermitted Waste;
- More than two bags/bundles of Construction and Demolition debris;
- Piles of debris.

Calendar Year means the months beginning January 1 and ending December 31.

Cart means a wheeled plastic Container provided by CONTRACTOR for storage of Solid Waste pending Collection, which is Collected (semi) by automated Vehicle. Examples include 32, 64, and 96-gallon plastic Containers. Carts are often referred to as barrels.

CERCLA means the Comprehensive Environmental Response, Compensation, and Liability Act of 1982 (42 U.S.C. Section 9601 et seq.).

Change in Law means the occurrence of any event or change in Applicable Law as follows:

- The adoption, promulgation, modification, or change in Applicable Law or in judicial or administrative interpretation thereof occurring after the Execution Date other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board (other than any 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.

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

Commencement Date means the date defined in Item A of Section 2 and is the date Collection Service begins.

Commercial means related to a Person or thing that is not Residential or Multifamily.

Commercial Occupant means Person within the Service Area that occupies a Commercial Premise and receives services from CONTRACTOR.

Commercial Premises means Premises that are not Residential Premises or Multifamily Premises, including stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, Processing, or assembly shops or plants; and hospitals, clinics, convalescent centers, and nursing homes (with respect to nonmedical waste only).

Compost means a mixture of decayed or decaying organic matter (such as leaves and grass) used to amend or fertilize soil.

Construction and Demolition (C&D) means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up, as defined in County Code 20.87.030. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

Container means any Cart or Dumpster used to provide Collection service.

CONTRACT means this CONTRACT, including all exhibits and other attachments, which exhibits and other attachments are incorporated in this CONTRACT by reference.

Contract Services means Task 1 and Task 2 Services together.

Contract Year means each 12-month period commencing on the first day of the month in which CONTRACTOR Collect**s** Solid Waste from any Occupant.

CONTRACTOR means the Person executing this CONTRACT and any assignee of CONTRACTOR consented to by COUNTY in accordance with Section 19. CONTRACTOR includes CONTRACTOR's Subcontractors unless explicitly provided otherwise. References to all CONTRACTOR's actions and Performance Obligations under this CONTRACT include reference to Subcontractors' actions under this CONTRACT, as applicable, without specifying in each instance that CONTRACTOR shall directly take those actions itself, or cause its Subcontractors to take those actions on CONTRACTOR's behalf.

Contractor Default is described in Part 6 of Exhibit 5.

Contractor Documentation means documentation in Exhibit 17.

Contractor Manager means any of the following:

- CONTRACTOR's officers and directors;

- The officers and directors of CONTRACTOR's parent corporation and of each successive parent corporation's parent corporation;
- The authorized representative of CONTRACTOR named in Contractor Documentation in Exhibit 17; and
- Any other Persons, including Affiliates and CONTRACTOR's or Affiliates' employees, officers, or directors, in a Position of Influence.

Contractor Office Hours means 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.

Contractor's Related Parties means CONTRACTOR's partners, officers, directors, agents, employees, Subcontractors, consultants, licensees, invitees, and Affiliates.

Conversion Technology (CT) means an array of technologies capable of converting residual Solid Waste into useful products, including fuels, chemicals, and other sources of clean energy.

COUNTY means the government entity known as County of Los Angeles.

County Business Day means any day on which Los Angeles County Public Works is open to do business with the public.

County Code means the Los Angeles County Code.

County Defaulted Property Tax Reduction Program or **County Defaulted Property Tax Reduction Ordinance** means County Code Chapter 2.206.

COUNTY Lobbyist Ordinance means County Code Chapter 2.160.

County Service means the Task 2 Services from CONTRACTOR to the COUNTY.

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

County Service Fee Schedule means the rates for CONTRACTOR's compensation for providing Task 2 Services.

County's Reimbursement Costs means Direct Costs of COUNTY plus 35 percent thereof.

County's Related Parties means political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body, their agents, officers, and employees, elected officials, assigns, volunteers, and special districts (including Garbage Disposal Districts) and each one of them. County's Related Parties are third-Party beneficiaries of provisions in this CONTRACT that reference them.

CPI means the Consumer Price Index (CPI), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, all urban consumers, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, BLS Data Viewer.

Criminal Activity means any of the following:

- Fraud or criminal felony offenses relating to obtaining, attempting to obtain, procuring, or performing a public or private CONTRACT related to Recyclables, Green Waste or MSW Management Services of any kind (including Collection, hauling, Transfer, Processing, Composting, or Disposal), including this CONTRACT;
- Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
- Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- Unlawful Disposal of hazardous, designated, or other waste; or
- Violation of securities laws or antitrust laws, including laws relating to price-fixing, bid rigging and sales and market allocation, and of unfair and anticompetitive trade practice laws, including with respect to inflation of Solid Waste Collection, hauling or Disposal fees.

Customer means a Person who pays either CONTRACTOR or COUNTY for Task 1 Services from CONTRACTOR.

Customer Service means the Task 1 Services from CONTRACTOR to the Customer.

Customer Service Fee means the amount that CONTRACTOR bills Customers for providing Task 1 Services.

Customer Service Fee Schedule is found in Attachment 7-2 to Exhibit 7.

Customer Surcharges means the amounts listed as “Surcharges” on the Service Fee Schedule.

Day means calendar day, whether capitalized or lower case.

Debarment or **Debar** has the meaning assigned in County Code Section 2.202.020.

Direct Costs means the sum of the following but excludes profit or return on investment:

- Payroll costs directly related to the performance, management, or supervision of any obligation under this CONTRACT, or exercise of any right, comprised of compensation and fringe benefits, including vacation, sick leave, Holidays, retirement, Worker’s Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, plus;
- The costs of materials, services, direct rental costs, and supplies, plus;

- Travel and subsistence costs, plus;
- The reasonable costs of any payments to Subcontractors (with respect to CONTRACTOR) or contractors (with respect to COUNTY) or third Parties necessary to and about Performance Obligations, plus;
- Any other cost or expense which is directly or normally associated with the task performed; which is substantiated by:
    - A certificate signed by the principal financial officer of CONTRACTOR or the authorized representative of COUNTY setting forth the amount of that cost and the reason that cost is properly chargeable to COUNTY or CONTRACTOR and stating that the cost is a competitive price, if there are competitive prices, secured in an arm's length transaction for the service or materials supplied; and
    - If COUNTY or CONTRACTOR requests additional backup documentation as may be available to reasonably substantiate any Direct Costs, including invoices from suppliers, Subcontractors, and contractors.

Director means COUNTY Director of Public Works or his or her authorized representative, including the authorized representative named in Attachment 5-9G.

Director's Office Hours means hours that Director is open to do business as indicated in Attachment 5-9G.

Disabled means Occupants who suffer from a disability as evidenced by a letter from their medical physician.

Disposal or **Dispose** means Disposal, as defined in California Public Resources Code Section 40192, at a Solid Waste Facility of Refuse that CONTRACTOR has Collected.

District means Garbage Disposal District.

Diversion or Divert means activities that reduce or eliminate the amount of Solid Waste from Disposal for the purposes of Division 13 of the California Public Resources Code, including Article 1 (commencing with Section 41780).

Diversion Goal means the current State law requirement of 50 percent, the State goal of 75 percent Diversion by 2020, and future COUNTY goals including the Roadmap to a Sustainable Waste Management Future adopted by the Board of Supervisors on April 22, 2014. The Roadmap goals are 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and 95 percent or more Diversion from landfills by 2045, as calculated by Director using Director's methodology. State and COUNTY goals are subject to change.

Dumpster means a container for storage of Solid Waste that is usually Collected with front end loading Vehicles, such as those having a 1- to 8-cubic yard capacity, commonly referred to as a Dumpster. Dumpsters are also often referred to as bins.

Elderly means a Person age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

E-waste means waste that is powered by batteries or electricity, such as computers, telephones, stereo equipment, DVD players/recorders, mp3 players, televisions, and calculators.

Excess Solid Waste means bagged, containerized, or bundled Solid Waste, not to exceed 4 feet in length or 70 pounds in weight.

Execution Date means the date this CONTRACT is signed by both COUNTY and CONTRACTOR.

Expected Number means a quantity that Director anticipates during a future Contract Year plus 10 percent, based on the previous year's data.

Expiration Date means the date this CONTRACT expires as provided in accordance with item A of Section 2.

Fiscal Year means the 12-month period beginning July 1st and ending the following June 30th.

Food Waste means uneaten materials acquired for animal or human consumption.

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 Christmas Trees and bushes, but excluding:

- Stumps or branches exceeding four inches in diameter or four feet in length;
- Yucca or palm fronds, unless CONTRACTOR can Divert those excluded materials in non-Composting processes; and
- Other Director-approved items listed in the Terms and Conditions.

Gross Receipts means fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive directly or indirectly from Customers and Occupants about Task 1 Services before any deduction for costs or expenses such as the Franchise

Fee. Gross Receipts does not mean fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive about the sale of Recyclables.

Holidays means January 1, Memorial Day, 4th of July, Labor Day, Thanksgiving, and December 25 and any other Holidays designated by COUNTY in Notice to CONTRACTOR.

Homeless Encampment means an area where five or more individuals experiencing homelessness are living nearby each other in temporary shelters, tents, Recreational Vehicles, vehicles, or other means provided in COUNTY policy.

Including or **Include** or variations thereof, when used in this CONTRACT, means "including without limitation," "including, but not limited to," and "including, at a minimum."

Indemnities or **Indemnification** means all defenses, Indemnities, and releases under this CONTRACT, including under Part 4A of Exhibit 5 (generally), and with respect to the Immigration Reform and Control Act and 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.

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.

Local Enforcement Agency means the enforcement agency defined in County Code Section 20.56.030.

Manure means Solid Waste comprised of horse dung or excrement and may include straw or other absorbent.

Maximum Rate Adjustment is described in Section A4 of Exhibit 7.

Monthly Report or Monthly Data is described in item A1 of Section 10.

More Than Expected Number means a quantity greater 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 five or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities, (2) townhouses, and (3) condominiums, whether attached or detached.

Multifamily Occupant means Person within the Service Area who occupies a Multifamily Premises and receives services from CONTRACTOR.

Multifamily Premises means Premises containing a Multifamily building.

Municipal Solid Waste (MSW) Management Services means any of the following:

- Collection, transportation, storage, Transfer, or Processing of:
  - Solid Waste; or
  - Unpermitted Waste that is Collected as part of a Collection program for Bulky Items, and E-waste described in Exhibit 3A1 and handled in accordance with Applicable Law (such as tires more than load limits, and certain E-waste); or
- Arranging for disposal of that Solid Waste or Unpermitted Waste.

Non-Collection Notice means the Notice in the form included in Contractor Documentation in Exhibit 17 in accordance with item C of Section 4.

Notice (when capitalized) means Notice given in accordance with Part 9F of Exhibit 5.

Occupant means a Person within the Service Area that occupies a Residential or Commercial building and receives services from CONTRACTOR.

Office means CONTRACTOR's offices required by item A of Section 6 to be identified in Contractor Documentation in Exhibit 17.

Organic Waste or Organics as defined in SB 1383 means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

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

People Experiencing Homelessness (PEH) or Homeless Person means an individual or family who lacks a fixed, regular, and adequate nighttime residence.

Performance Obligations means every obligation and liability of CONTRACTOR under this CONTRACT.

Permit means any Federal, State, County, other local, and any other governmental unit Permit, order, license, approval, authorization, consent, or entitlement of whatever kind and however described that Applicable Law requires to be obtained or maintained with respect to the satisfaction of Performance Obligations, as renewed or amended from time to time, including the waste collector Permit issued by the Los Angeles County Department of Public Health.

Person means any individual, firm, association, organization, partnership, corporation, trust, joint venture, State, County, municipality, special purpose district, the United States or any other entity.

Position of Influence means a position of authority or responsibility to directly or indirectly administer, manage, direct, supervise or oversee the Contract Services or this CONTRACT, including the following: (1) serving as director of the board of directors of CONTRACTOR or an Affiliate, (2) serving as an officer of CONTRACTOR or an Affiliate, (3) reviewing or negotiating CONTRACTOR's contracts (including this CONTRACT), (4) providing in-house legal services, and (5) providing insurance or other performance security if the provider is an Affiliate or is a captive of CONTRACTOR or an Affiliate; but excluding the following: (1) monitoring CONTRACTOR's performance, (2) supervising CONTRACTOR's finance and capital budget decisions, and (3) articulating general policies and procedures not related to a Criminal Activity.

Premises means a tract of land located in the Service Area which is safely accessible by Vehicles.

Processing or Process means the reduction, separation, recovery, conversion, or Recycling of Solid Waste, including creating "compost" as defined in California Public Resources Code Section 40116.

Prohibited Container Contaminants means as set forth in Section 18984.5 of SB 1383,

Prompt or **Promptly** means as soon as practicable, but in no event more than two days unless otherwise agreed by Director, Customer, or Occupant.

Public Right-of-Way or Right-of-Way includes all the following:

- all land and improvements on that land between the outer edge of a sidewalk (nearest to a private lot) on one side of the street and the outer edge of the sidewalk (nearest to a private lot) on the opposite side of the street, including:
    - sidewalks,
    - and between a sidewalk and street, and
    - median strips in the center of streets.
- Public streets;
- Public alleys, including land wall-to-wall and fence-to-fence, and
- Any other land described by COUNTY to CONTRACTOR.

Quarterly Report is described in item A2 of Section 10.

RCRA means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.).

Reasonable or **Reasonable Business Efforts** or **Reasonable Efforts** or **Reasonable Judgment** means practical actions a sensible person would do in the same (or similar) circumstances using sound judgment and principles of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. It does not mean 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 Occupant Terms and Conditions and Task 1 Services information (including Customers and Occupants' names and addresses), billing Records, call logs, route maps, schedules, and correspondence with Customers and Occupants;
- Weight tickets, invoices, bills of lading, and receipts from Solid Waste Facilities for types and amounts of Solid Waste that CONTRACTOR Collects, transports, and delivers to those Solid Waste Facilities;
- Records for AB 939 and other laws, including documentation from Recyclables and Green Waste transporters, shippers, brokers, beneficiaries, remanufacturers, and purchasers or other users of Recyclables and Green Waste; any Reports on Processing of Recyclables or Green Waste residual that Solid Waste Facilities may make to the CalRecycle;
- Vehicle maintenance, driver Permits and driver testing Records;
- Gross revenues and receipts, including Gross Receipts;
- Any Franchise Fees paid to COUNTY; and

- Records that may be relevant in the event of an action under CERCLA or similar claims.

Recyclables means Solid Waste that may potentially be Diverted from Disposal (excluding Organic 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. 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 cartons coated with plastic or aluminum foil (milk and juice cartons);
- Mattresses, excluding those made mostly of foam;
- Wood and Dry Lumber; and
- Textiles

Additional (or deleted) items that Director directs after Notice to CONTRACTOR, without adjustment of Service Fees unless the modification requires Contract Services at the Set-Out Sites separate and distinct from previously Collected Recyclables.

Recycle or Recycling means the Process of Collecting, sorting, cleansing, treating, and reconstituting materials (including Recyclables and Green Waste) that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality Standards necessary to be used in the market place. Recycling does not include transformation, as defined in California Public Resources Code Section 40201.

Refuse means Solid Waste that CONTRACTOR does not Divert.

Refuse Unit means a number of units assigned to each parcel of real property based on land use codes as shown by current Records of COUNTY Assessor. See Exhibit 16 for the number of Refuse Units assigned to each Property Use Classification.

Regulatory Agency means any Federal, State or local governmental agency that regulates Collection and transportation of Solid Waste (including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and

Naturalization Services, or other health and safety department thereof; COUNTY; and Local Enforcement Agency applicable to Contract Services).

Report means Monthly Report, Quarterly Report, Annual Report and any AB 939/1383 or other report CONTRACTOR is required to submit in accordance with this CONTRACT and must be satisfactory to Director.

Residential means Person or thing related to detached, single-family homes or duplexes, other than condominiums or townhouses.

Residential Occupant means Person within the Service Area who occupies a Residential Premises and receives services from CONTRACTOR.

Residential Premises means Premises containing a Residential building, such as a detached, single-family home or a multi-family building with four or less units.

RNG or Renewable Natural Gas means a fuel derived from recycled organic waste.

Senate Bill (SB) 1383 means the California bill signed into law on September 19, 2016 that established targets to reduce statewide Organic Waste Disposal and many other requirements on Organic Waste generators and local jurisdictions.

Service Area means the area mentioned in the title of this CONTRACT, as described in item A1 of Section 16.

Service Assets means all property of CONTRACTOR used directly or indirectly in performing Contract Services, including Vehicles, Containers, maintenance equipment and facilities, and administrative equipment and software, both tangible and intangible (such as facility leases or equipment installment purchase contracts).

Service Day means any day Monday through Friday, excluding Holidays.

Service Component means 60 percent of the Service Fee shown on the Customer Service Fee.

Service Fees means both Customer Service Fees (Task 1) and County Service Fees (Task 2).

Service Fee Schedule means all the fees listed in Attachments 7-2 and 7-3 of Exhibit 7.

Service Specifications means Performance Obligations prescribed in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3.

Service Standards means each obligation of CONTRACTOR prescribed in Section 4.

Set-Out Site means the location where the Solid Waste is temporarily placed for Collection as mutually agreed upon by CONTRACTOR and Occupant.

Sharps means any item having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, such as needles (hypodermic, pen or intravenous), needles with syringes, needles from vacutainers, needles with attached tubing, and lancets.

Sharps Containers means Container approved by COUNTY for discard of Sharps.

Solid Waste means Solid Waste as defined in California Public Resources Code Section 40191, excludes Unpermitted Waste but includes all the following:

- Green Waste,
- Recyclables,
- Refuse,
- E-waste,
- 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 17.

Standards means the criterion for excellent Solid Waste management established by the solid waste collection industry; professional associations such as the National Solid Waste and Recycling Association, Solid Waste Association of North America, US Mayors/ Municipal Solid Waste Association; and public bodies such as State and Federal EPAs.

Subcontractor means any Person that provides Goods or Services related to Collection, transportation or storage of Solid Waste or related to Service Assets, including their operation, maintenance, and repair, to or on behalf of CONTRACTOR whether pursuant to any arrangement, formal or informal, written or merely in practice. Subcontractor does not include a Person that provides Goods or Services related to Processing, Diversion, or Disposal, nor the manufacturer that provides equipment.

Sweep means to search the specified area; Collect, transport, and Dispose/Divert of Solid Waste not in Containers.

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

Task 2 Services means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection services, public receptacle Collection services, abandoned Containers, Homeless Encampments, and emergency services and is also defined in Section 1.

Term means the period beginning on the Execution Date and ending on the Expiration Date plus any extensions 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 affecting the County:

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

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

Unpermitted Waste means

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

Unpermitted Waste Screening Protocol means the protocol prescribed in Item A of Section 13 and included in Contractor Documentation in Exhibit 17.

Unsegregated Single-Container Collection Services means as set forth in Section 18984.3 of SB 1383.

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.

EXHIBIT 7 – Contract Services (Adjustment of Service Fees)

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.

A. Timing, Conditions, Changes

1. Annual CPI Adjustments

Beginning at least 6 months after the Commencement Date, Director will adjust the Service Rates each July 1 based on the percentage change in the average annual published Consumer Price Index (CPI), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, all urban consumers, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, BLS Data Viewer, available at: https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG02.

The annual change is a comparison of the average monthly rate for the two previous Calendar Years. To avoid a rate increase for Customers shortly after a new contact is executed, a minimum of 6 months must elapse between Commencement Date and July 1 of the current year.

Due to data for the upcoming Refuse Unit counts not being from the Office of The Assessor until after July 1, adjustments for Task 1 Customer Services will typically be made in the fall with a retroactive payment made to CONTRACTOR, without interest.

Table of past adjustments:

Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted	
Series ID	CUUR0000SEHG02	
Seasonality	Not Seasonally Adjusted	
Survey Name	CPI for All Urban Consumers (CPI-U)	
Measure Data Type	Garbage and trash collection	
Area	U.S. city average	
Item	Garbage and trash collection	
Rate Adjustment (effective date)	January to December Average Observation Value	Percent Change
7/1/2014	416.183	n/a
7/1/2015	425.796	2.31
7/1/2016	432.030	1.46
7/1/2017	439.427	1.71
7/1/2018	449.089	2.20
7/1/2019	466.861	3.96
7/1/2020	481.902	3.22
7/1/2021	498.705	3.49
7/1/2022	522.329	4.74
7/1/2023	549.334	5.17

2. 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 maximums in subsection C, and limitations in E:

a. 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 C.

b. Changes in Scope of Service

CONTRACTOR's Direct Costs of providing Contract Services due to changes in Contract Services or Standards. For example, if Director requests a new service such as Collection of Bulky Items from Occupant's front doors instead of the Set-Out Site, the rate increase would be implemented when the service begins and not limited to July 1.

c. Extraordinary Circumstances

Change in CONTRACTOR's Direct Costs of providing Contract Services due to unforeseeable events.

d. Sample Calculation

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

e. Adjustments Prior to Commencement

If the time between the Effective Date and Commencement Date is 12 months or longer, Director shall calculate an annual rate adjustment for each July 1 that passes before the Commencement Date.

B. 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).

C. Maximum Rate Adjustment

Adjustments to the Service Fees cannot exceed the percentages in the table below, except for changes due to acts of the State in item A2a of this exhibit. Any amount more than the yearly limit will not carry over to the next year.

Contract Period (on July 1)*	Maximum Annual Adjustment**
Years 0 to 0.5 (Less than 6 months from Commencement Date to July 1)	0 percent
Years 0.5 to 7 (July 1 to the scheduled Termination Date under Section 2)	5 percent, per year
Years 8 to 11 / Extension(s), if any	5 percent, per year
Any time (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs
Twelve, 1-month extensions, if any	No Change

* Rate adjustments due to Changes in Laws or Contract Services under subsection A2a 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 in item A2a of this exhibit are not included in the percentage calculations of the maximum Service Fee Adjustment.

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

D. Customer 30-Day Notice

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

E. Adjustment Limitations

No adjustment will be effective until Notice thereof has been provided by COUNTY to the Board of Supervisors.

Any increase to the Service Fee resulting from Changes in Law shall not exceed 10 percent of the current Service Fee per Contract Year but increases in excess of 10 percent will be carried over to the next Contract Year or years.

Customer Service Fees will not be adjusted under the following circumstances:

- There are uncured Breaches, or
- Within 6 months of the Commencement Date, or
- During any of the possible one-month extensions under item A3 of Section 2.

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees, COUNTY will have the options described in item D2b of Exhibit 5.

F. Services Eligible for Adjustment

1. Customer Service Fee

2. Special Services (Exhibit 3A1 H)

- Christmas Tree Collection
- Annual Cleanup Event
- Mulch/Compost & Shredding Events
- Bulky Item Service
- Priority Pickups
- Special Cleanup Events
- Sharps Collections
- GPS & Video Equipment
- Minimum Rollout

3. Customer Surcharges

- Additional On-Call Pickups (Exhibit 3A1 H3 & Section 7A2e)
- Container Size Exchanges Beyond One (Exhibit 3A1 D3c)
- Container Removal and Return (Exhibit 3A1 D3e)
- Roll-Out Service for non-Elderly or Disabled (Exhibit 3A1 I and Section 7A2d)
- Cart Cleaning (Exhibit 3A1 D3d)
- Locking Recyclables Cart Fee (Exhibit 3A1 D14)

4. County Service Fee (Task 2)

G. Discontinued Indices

If a price or index is discontinued on the date of adjustment, the last available price or index for the required period (such as Calendar Year or another 12-month period) will be used, or other index as determined by Director.

ATTACHMENT 7-1 – Service Fees Adjustment Example

Example assumes the following:

- Contract started 4/1/17
  - First Calendar Year of service is only 9 months
  - Rate adjustment was not eligible 7/1/18
- Initial monthly rate for Task 1 basic services was $17.00
- Initial rates for Task 2 is indicated in Table G3 below
- Rate adjustment being calculated is for 7/1/19

A. Annual increase or decrease in CPI (Item A1 of Exhibit 7)

Table A–Adjustment Due to Change in CPI

Calculate percent change in CPI (12-month average)	01/01/17-12/31/18	439.427
	01/01/18-12/31/19	449.089
	Percent change	2.20%

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

The example is incomplete and will be amended

The awardee's Forms PW-2.1, PW-2.2, (Task 1 Service Fees, Task 2 Service Fees, and Task 2 Emergency Service Fees for each area), will be included in the contract here as the following attachments. Allow for 7 pages per Service Area.

ATTACHMENT 7-2 – Task 1 Service Fees

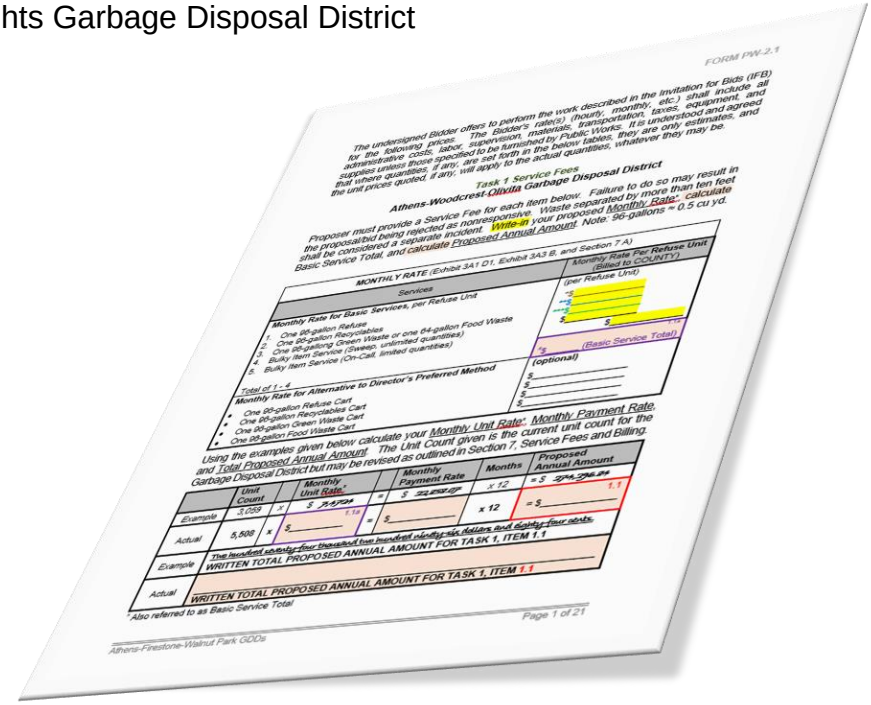
- Attachment 7-2.1 Task 1 Service Fees
  Belvedere Garbage Disposal District
- Attachment 7-2.2 Task 1 Service Fees
  Mesa Heights Garbage Disposal District

ATTACHMENT 7-3 – Task 2 Service Fees

- Attachment 7-3.1 Task 2 Service Fees
  Belvedere Garbage Disposal District
- Attachment 7-3.2 Task 2 Service Fees
  Mesa Heights Garbage Disposal District

ATTACHMENT 7-4 – Task 2 Emergency Service Fees

- Attachment 7-4.1 Task 2 Emergency Service Fees
  Belvedere Garbage Disposal District
- Attachment 7-4.2 Task 1 Emergency Service Fees
  Mesa Heights Garbage Disposal District



FORM PW-2.1

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

Task 1 Service Fees

Athens-Woodcrest-Olivita Garbage Disposal District

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate; calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons = 0.5 cu yd.

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7.A)	
Services	Monthly Rate Per Refuse Unit (billed to COUNTY) (per Refuse Unit)
Monthly Rate for Basic Services, per Refuse Unit	
1. One 96-gallon Refuse	$
2. One 96-gallon Recyclables	$
3. One 96-gallong Green Waste or one 64-gallon Food Waste	$
4. Bulky Item Service (Sweep, unlimited quantities)	$
5. Bulky Item Service (On-Call, limited quantities)	$
Total of 1 - 4	$ (Basic Service Total)
Monthly Rate for Alternative to Director's Preferred Method	(optional)
• One 96-gallon Refuse Cart	$
• One 96-gallon Recyclables Cart	$
• One 96-gallon Green Waste Cart	$
• One 96-gallon Food Waste Cart	$

Using the examples given below calculate your Monthly Unit Rate; Monthly Payment Rate, and Total Proposed Annual Amount. The Unit Count given is the current unit count for the Garbage Disposal District but may be revised as outlined in Section 7, Service Fees and Billing.

	Unit Count		Monthly Unit Rate*		Monthly Payment Rate	Months	Proposed Annual Amount
Example	3,059	x	$ 34.94	=	$ 22,840.07	x 12	= $ 274,296.84
Actual	5,508	x	$ 1.18	=	$	x 12	= $ 1.1

Example	The hundred ninety-four thousand two hundred ninety-six dollars and eighty-four cents. WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1
Actual	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1

*Also referred to as Basic Service Total

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Athens-Firestone-Walnut Park GDDs

EXHIBIT 12-D2 – Liquidated Damages

Reference to "failure" refers to each occurrence of specified Breach (such as for each Occupant and each Occupant's Collection site, Record entry, or complaint) and not for aggregate occurrences of those Breaches (such as for all Customers and Occupants on a given route or day). Per day means each business day except as indicated.

If CONTRACTOR does not timely submit the applicable information, documentation or complete Report or incorporate comments, additions and corrections made by Director within five days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

No.	Description of Liquidated Damage	Amount
	CUSTOMER SERVICE	
C01	For each failure to honor commitment to resolve a Customer's or Occupant's first complaint in accordance with Section 6D1.	$100
C02	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a second complaint, in accordance with Section 6D1.	$250
C03	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a third or more complaint, in accordance with Section 6D1.	$500 for each subsequent complaint
C04	For each failure to enter Customer or Occupant call or e-mail into log or maintain and supply Records of complaints in accordance with Section 6D2.	$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service) 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 per incident
	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. This includes Section 17 and Exhibit 17 Contractor Documentation.	$300 per occurrence plus $100 per day late
L04	Each failure to return Director calls/emails or to timely meet with COUNTY in accordance with Section 4H.	$100
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 item F of Section 1.	$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 6B and item K of Exhibit 3A1.	$75 per day
L08	Failure to maintain electronic/paperless service in accordance with Section 6C.	$75 per day
L09	Failure to allow Director to inspect, audit, review Records, or copy Records in accordance with Section 9C.	$500
L10	Failure to timely submit AB 939 Records or other required Records in accordance with item E of Section 9.	$100 per week late
	REPORTING TO COUNTY	
R01	Failure to submit Monthly Reports in accordance with items A1 and B1 of Section 10.	$100 per day
R02	Failure to submit Quarterly Reports in accordance with items 10A2 and 10B2 of Exhibit 17.	$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 17	$300 per day
R04	Failure to report adverse information in accordance with item C of Section 10.	$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 17.	$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Section 3C	$100 per day per vehicle
	SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY	
S01	For each failure to Collect Solid Waste in accordance with Section 6D3 and item B of Exhibit 3A1.	$500 per day plus $10 for each missed Container, for each Occupant, per day until Collected
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 E7 of Exhibit 3A1.	$100 per week
S05	For each occurrence of excessive noise in accordance with item A4 of Section 4.	$300
S06	Commingling materials from outside the Service Area with Solid Waste that CONTRACTOR Collects inside the Service Area, in accordance with item I of Section 4.	$500 per Vehicle-Occurrence
S07	For each failure to follow its Unpermitted Waste Screening Protocol in accordance with item A of Section 13.	$500
S08	Failure to repair damage caused to private property in accordance with Part 9C of Exhibit 5.	$150 plus cost of repair
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, replace, or repair Container in accordance with item D of Exhibit 3A1.	$10 per day, per Container

No.	Description of Liquidated Damage	Amount
S12	For each occurrence of failing to return emptied Container upright, or to their Set-Out Sites, or placing Container in a location that impedes pedestrian or vehicular traffic in accordance with item D5 of Exhibit 3A1.	$250
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A1.	$50
S14	For each occurrence of disposing of Recyclables, or mixing Recyclables or Green Waste with Refuse in accordance with item G2 of Exhibit 3A1.	$500 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 on the Service Day or within 2 Service Days of Director request, in accordance with item A1c of Exhibit 3A2.	$100 per day
S18	For failure to maintain an alley segment (1 block) or a Hot Zone (1 area) on the scheduled day, in accordance with items A2 and A4 of Exhibit 3A2.	$250 per day
S19	For each failure to Collect Solid Waste from public receptacles on the scheduled day and time or failure to maintain (clean), in accordance with item B of Exhibit 3A2.	$50 per receptacle per missed Collection
S20	Failure to maintain and operate GPS and Video Equipment in working order, in accordance with item E9 of Section 3C.	$100 per Vehicle per day
S21	Failure to remove graffiti and other markings from a Container within 7 days of observing it or having it reported to CONTRACTOR; 2 days for obscenities, in accordance with item D7 of Exhibit 3A1.	$50 per Container per occurrence, per week
S22	For each failure to Collect Solid Waste during Annual Curbside Cleanup Events in accordance with item H2 of Exhibit 3A1.	$1,000 per scheduled date plus $100 per Occupant address, per calendar day not Collected.

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: _____

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EXHIBIT 16 – Contract Service Area Information

See below for:

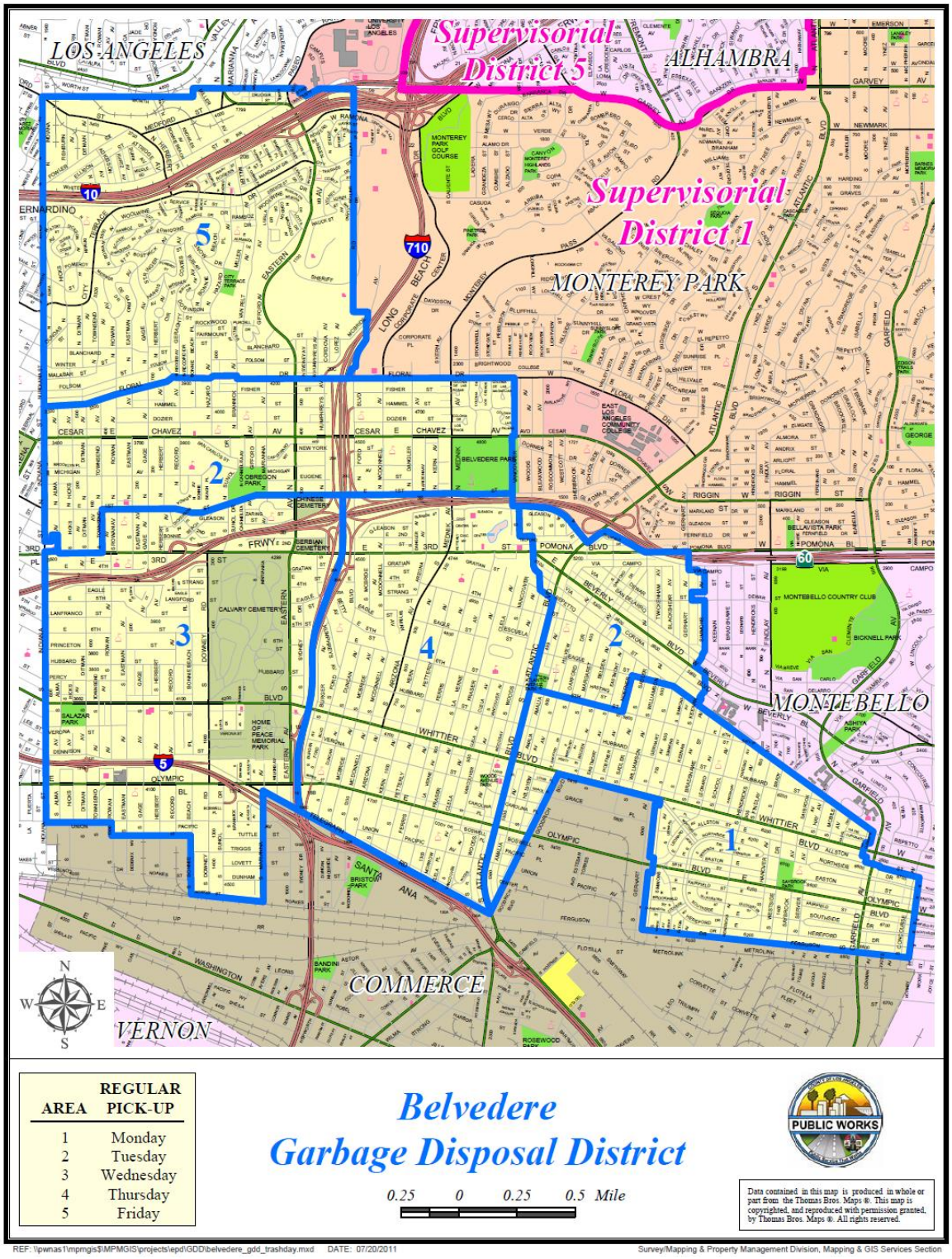
A. Maps

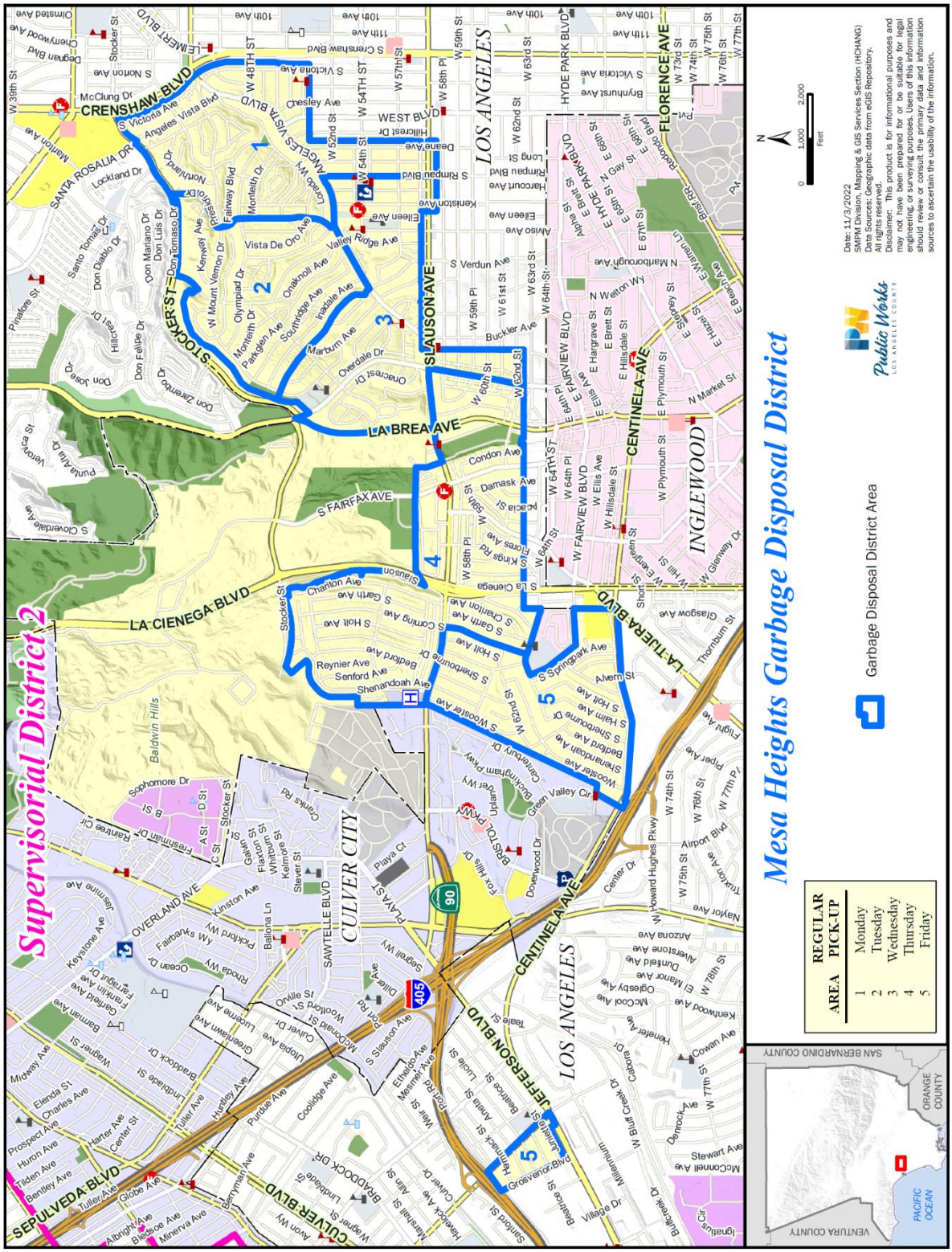
B. Sample Graphics

C. Lists

D. Outreach

Section 16.A.1 Service Area and Collection Schedule




Mesa Heights Garbage Disposal District
Garbage Disposal District Area
REGULAR PICK-UP
AREA
1 Monday
2 Tuesday
3 Wednesday
4 Thursday
5 Friday
Supervisorial District 2
Public Works
LOS ANGELES
CULVER CITY
INGLEWOOD
CRENSHAW BLVD
LA CIENEGA BLVD
LA BREA AVE
SLAUSON AVE
STOCKER ST
SEPULVEDA BLVD
CULVER BLVD
JEFFERSON BLVD
CENTINELA AVE
LA TIJERA BLVD
FLORENCE AVE
S FAIRFAX AVE
SAWTELLE BLVD
OVERLAND AVE
PACIFIC OCEAN
VENTURA COUNTY
SAN BERNARDINO COUNTY
ORANGE COUNTY
Date: 11/3/2022
SMPM Division, Mapping & GIS Services Section (HCHANG)
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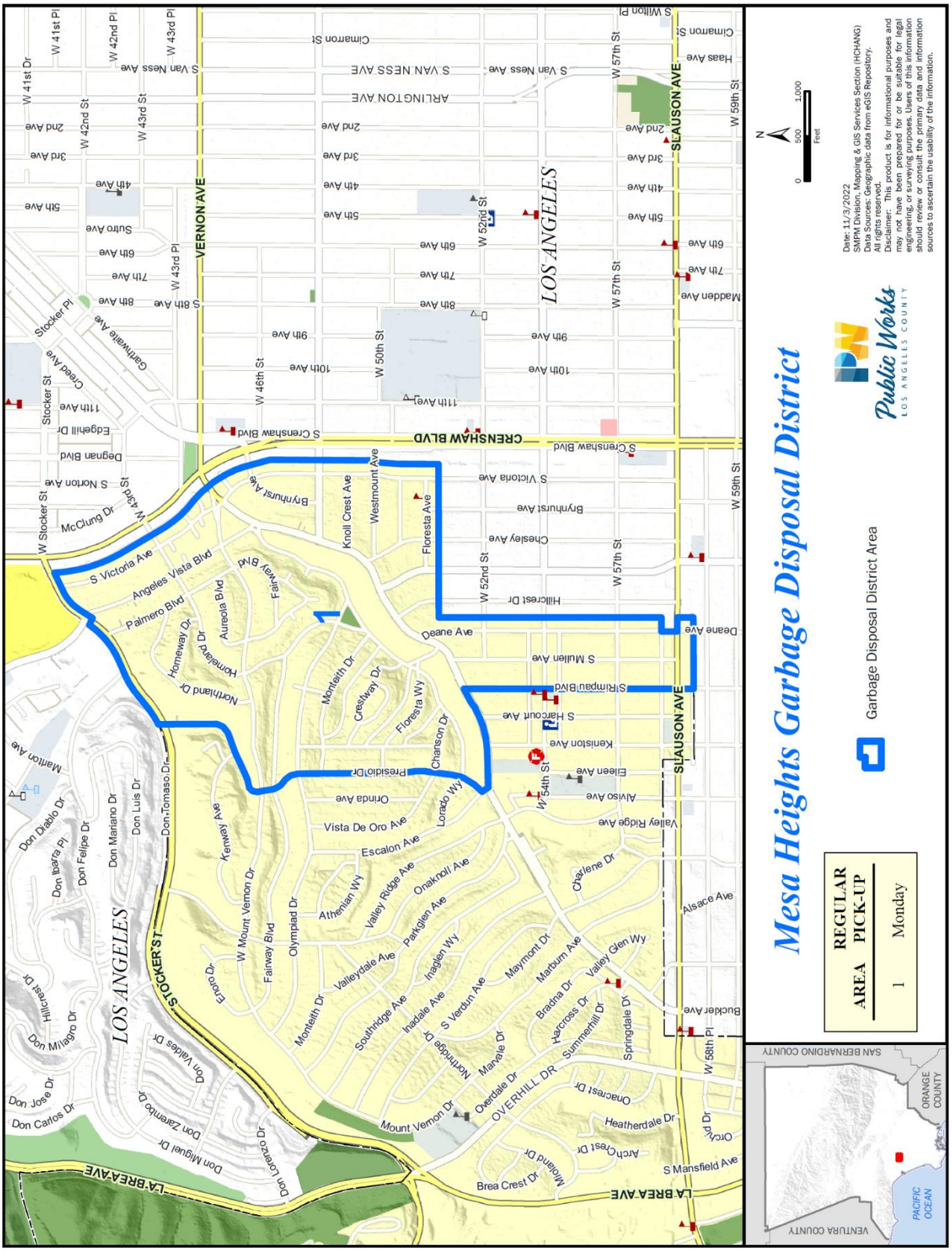
Mesa Heights Garbage Disposal District
Garbage Disposal District Area
REGULAR PICK-UP
AREA
1
Monday
Public Works
LOS ANGELES COUNTY
Date: 11/3/2022
SMPM Division, Mapping & GIS Services Section (HCHANG)
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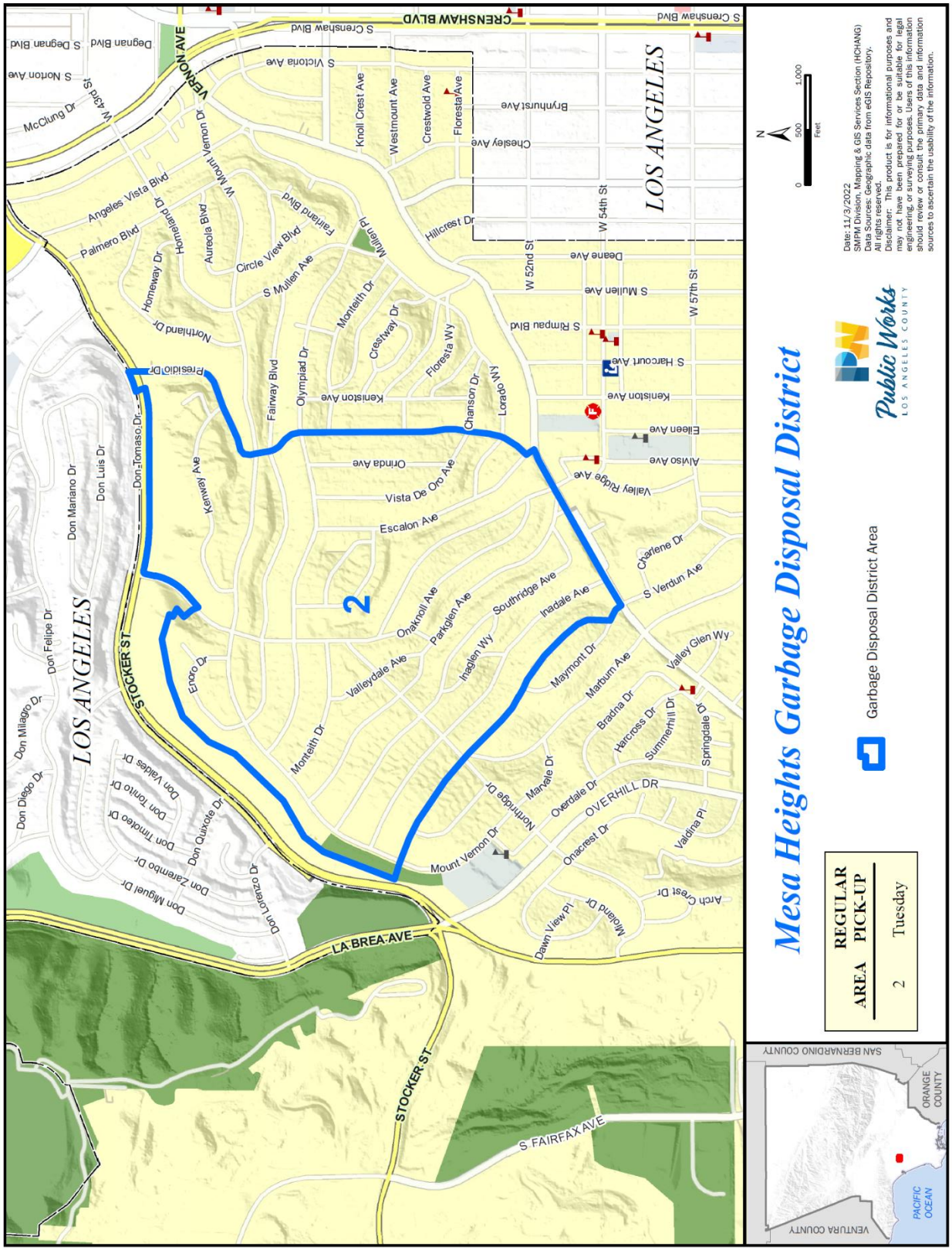
LOS ANGELES
VERNON AVE
CRENSHAW BLVD
SLAUSON AVE
S STOCKER ST
LA BREA AVE
ARLINGTON AVE
S VAN NESS AVE
OVERHILL DR
SAN BERNARDINO COUNTY
ORANGE COUNTY
VENTURA COUNTY
PACIFIC OCEAN


Mesa Heights Garbage Disposal District
REGULAR PICK-UP
AREA
2
Tuesday
Garbage Disposal District Area
Public Works
LOS ANGELES COUNTY
Date: 11/3/2022
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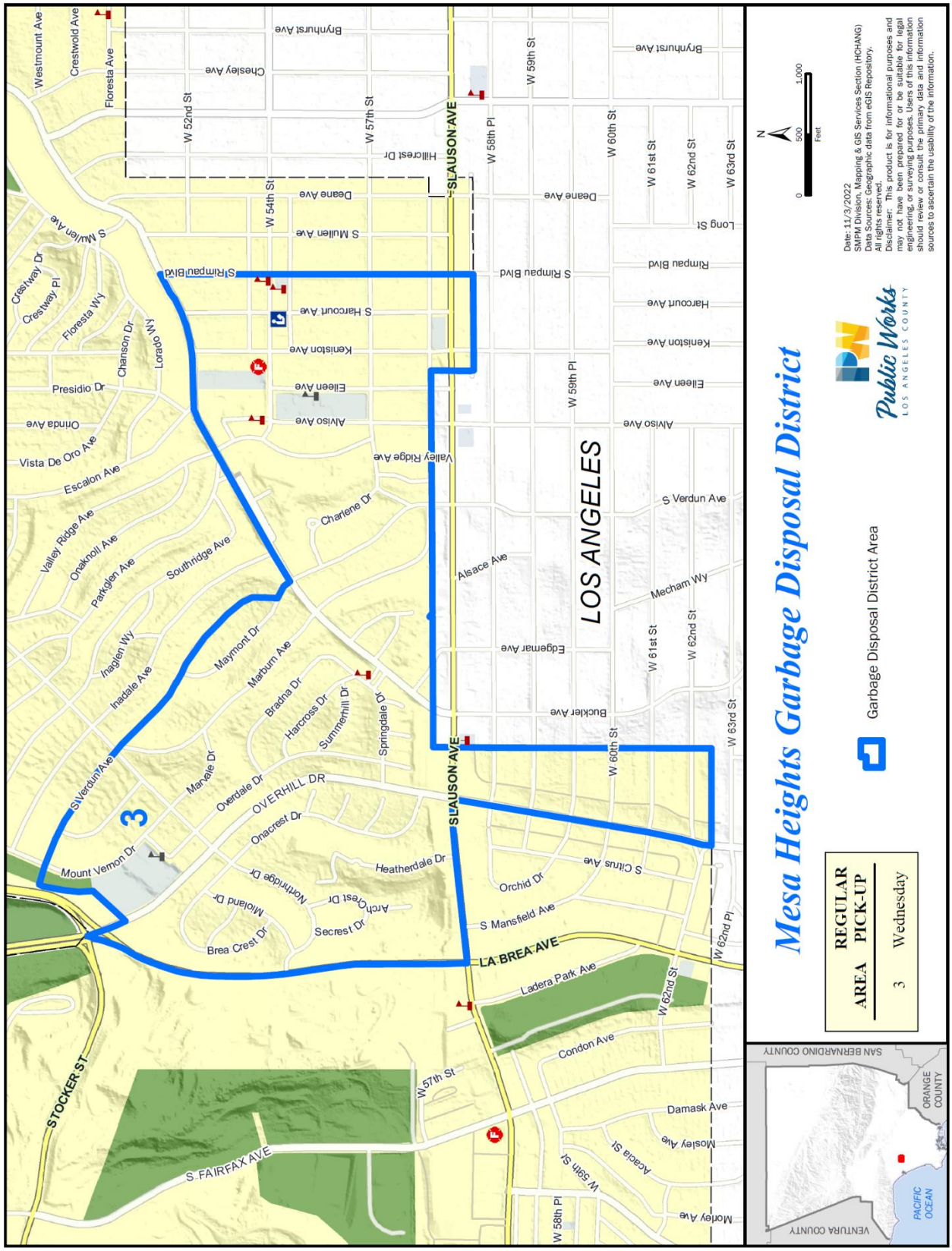
REF: P:\mpub\MAPS\VCS\CUSTOM_MAPS\EPD\2022\MESA_HEIGHTS_GDD_MAP_UPDATES_20221017\MXD\MesaHeights_GDD_trashday_2_Tue_11x8_20221103.mxd
LOS ANGELES
LOS ANGELES
2
CRENSHAW BLVD
VERMONT AVE
STOCKER ST
LA BREA AVE
S FAIRFAX AVE
W 54th St
W 52nd St
W 57th St
Hillcrest Dr
Dawn View Pl
Mount Vernon Dr
Northridge Dr
Overdale Dr
OVERHILL DR
Onacrest Dr
Arch Crest Dr
Valdina Pl
Springdale Dr
Summerhill Dr
Harcross Dr
Bradna Dr
Marburn Ave
Maymont Dr
Valley Glen Wy
Inadale Ave
Southridge Ave
Parkglen Ave
Oakknoll Ave
Inaglen Wy
Valleydale Ave
Monteith Dr
Enoro Dr
Charlene Dr
S Verdun Ave
Valley Ridge Ave
Alviso Ave
Eileen Ave
Kenilston Ave
S Harcourt Ave
S Rimpau Blvd
S Mullen Ave
Deane Ave
Brynhurst Ave
Chesley Ave
Floresta Ave
Crestwold Ave
Westmount Ave
Knoll Crest Ave
S Victoria Ave
S Crenshaw Blvd
Degnan Blvd
S Degnan Blvd
S Norton Ave
McClung Dr
W 43rd St
Vernon Dr
W Mount Vernon Dr
Aureola Blvd
Homeway Dr
Homeland Dr
Palmero Blvd
Angeles Vista Blvd
Northland Dr
Presidio Dr
Don Tomaso Dr
Don Luis Dr
Don Mariano Dr
Don Felipe Dr
Don Milagro Dr
Don Diego Dr
Don Valdes Dr
Don Tonio Dr
Don Timoteo Dr
Don Quixote Dr
Don Zarembo Dr
Don Miguel Dr
Don Lorenzo Dr
Kenway Ave
Fairway Blvd
Olympiad Dr
Crestway Dr
Floresta Wy
Chanson Dr
Lorado Wy
Kenilston Ave
Ortnda Ave
Vista De Oro Ave
Escalon Ave
Circle View Blvd
Fairland Blvd
S Mullen Ave
Mullen Pl
Monteith Dr
N
0
500
1,000
Feet
SAN BERNARDINO COUNTY
ORANGE COUNTY
VENTURA COUNTY
PACIFIC OCEAN


Mesa Heights Garbage Disposal District
REGULAR PICK-UP
AREA
3
Wednesday
Garbage Disposal District Area
Public Works
LOS ANGELES COUNTY
Date: 11/3/2022
SMPM Division, Mapping & GIS Services Section (HCHANG)
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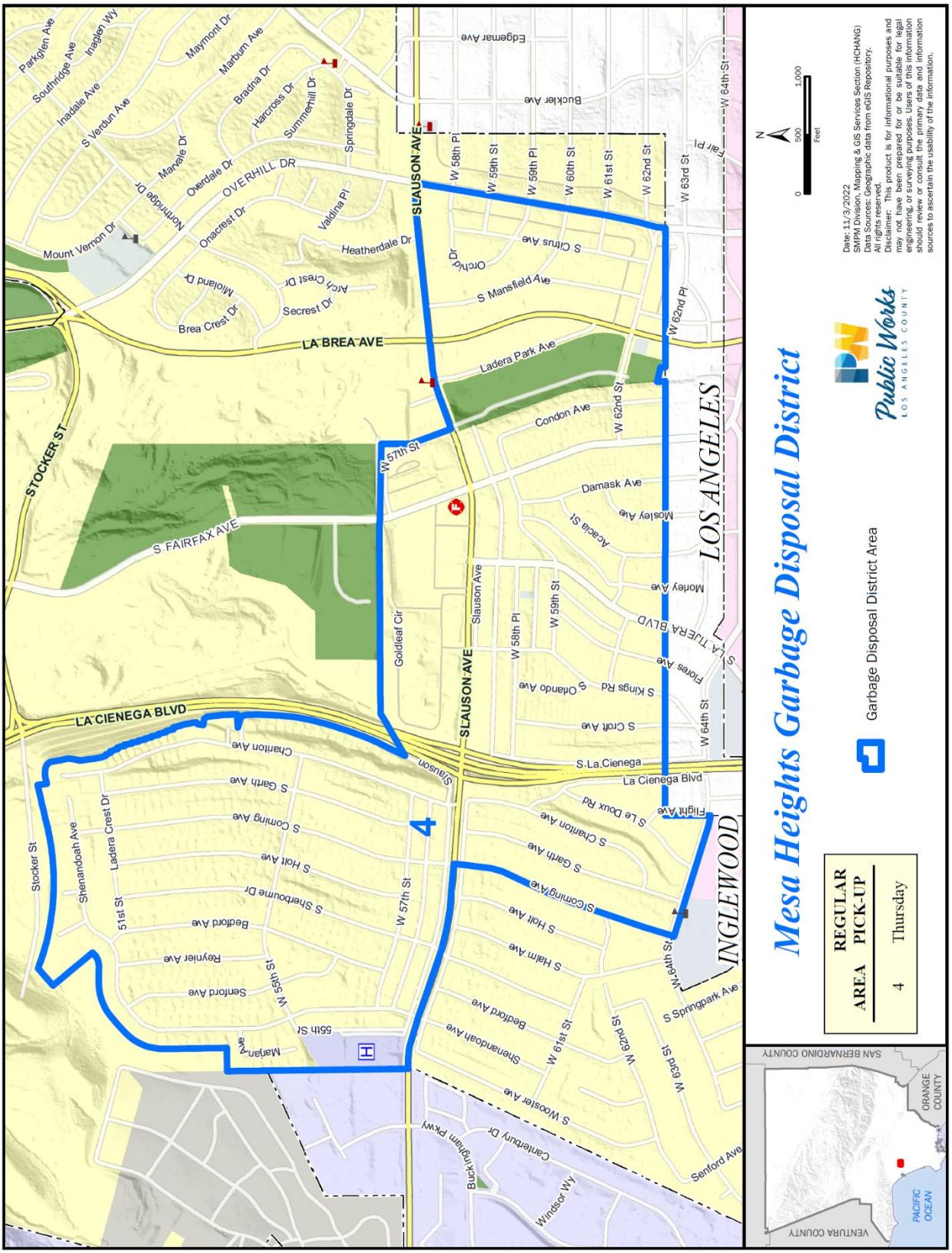
N
0 500 1,000
Feet
LOS ANGELES
3
S LAUSON AVE
LA BREA AVE
S FAIRFAX AVE
STOCKER ST
S VERDUN AVE
S RIMPAU BLVD
OVERHILL DR
Westmount Ave
Crestwold Ave
Floresta Ave
Brynhurst Ave
Cheslev Ave
W 52nd St
W 57th St
W 58th Pl
W 59th St
W 60th St
W 61st St
W 62nd St
W 63rd St
Hillcrest Dr
Deane Ave
S Mullen Ave
S Harcourt Ave
Kenilton Ave
Eileen Ave
Alviso Ave
Valley Ridge Ave
Charlene Dr
Alsace Ave
Edgemar Ave
Buckler Ave
Mecham Wy
S Verdun Ave
Long St
Rimpau Blvd
Harcourt Ave
Kenilton Ave
Eileen Ave
Alviso Ave
W 59th Pl
Crestway Dr
Crestway Pl
Floresta Wy
Chanson Dr
Lorado Wy
Presidio Dr
Orinda Ave
Vista De Oro Ave
Escalon Ave
Valley Ridge Ave
Onaknoll Ave
Parkglen Ave
Southridge Ave
Inagien Wy
Inadale Ave
Maymont Dr
Marburn Ave
Bradna Dr
Harcross Dr
Summerhill Dr
Springdale Dr
Marvale Dr
Overdale Dr
Onacrest Dr
Mount Vernon Dr
Heatherdale Dr
Northridge Dr
Moland Dr
Brea Crest Dr
Arch Crest Dr
Secrest Dr
Orchid Dr
S Citrus Ave
S Mansfield Ave
Ladera Park Ave
Condon Ave
Damask Ave
Mosley Ave
Acacia St
W 59th St
Morley Ave
W 62nd Pl
W 57th St
SAN BERNARDINO COUNTY
ORANGE COUNTY
VENTURA COUNTY
PACIFIC OCEAN
REF: P:\mpublic\MAPSVCS\CUSTOM_MAPS\EPD\2022\MESA_HEIGHTS_GDD_MAP_UPDATES_20221017\MXD\MesaHeights_GDD_trashday_3_Wed_1118_20221103.mxd


Mesa Heights Garbage Disposal District
Garbage Disposal District Area
REGULAR PICK-UP
AREA
4
Thursday
Public Works
LOS ANGELES COUNTY
Date: 11/3/2022
SMPM Division, Mapping & GIS Services Section (HCHANG)
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N
0
500
1,000
Feet
LOS ANGELES
INGLEWOOD
4
LA CIENEGA BLVD
LA BREA AVE
S FAIRFAX AVE
STOCKER ST
SLAUSON AVE
W 57th St
W 58th Pl
W 59th St
W 59th Pl
W 60th St
W 61st St
W 62nd St
W 62nd Pl
W 63rd St
W 64th St
Fair Pl
Edgemar Ave
Buckler Ave
S Citrus Ave
S Mansfield Ave
Orchid Dr
Ladera Park Ave
Condon Ave
Damask Ave
Mosley Ave
Acacia St
Morley Ave
LA TIJERA BLVD
Flores Ave
S Kings Rd
S Orlando Ave
S Croft Ave
S La Cienega
La Cienega Blvd
Flight Ave
S Le Doux Rd
S Chariton Ave
S Garth Ave
S Coming Ave
S Holt Ave
S Harm Ave
Bedford Ave
Shenandoah Ave
W 61st St
W 62nd St
W 63rd St
W 64th St
S Springpark Ave
Senford Ave
S Woostar Ave
Canterbury Dr
Buckingham Pkwy
Windsor Wy
Goldleaf Cir
Slauson Ave
W 57th St
Stocker St
Shenandoah Ave
Ladera Crest Dr
51st St
S Sherbourne Dr
Bedford Ave
Reynier Ave
Senford Ave
W 55th St
55th St
Marlyan Ave
Chariton Ave
S Garth Ave
S Coming Ave
S Holt Ave
Parkglen Ave
Southridge Ave
Inagler Wy
Inadale Ave
S Verdun Ave
Maymont Dr
Marburn Ave
Bradna Dr
Harcross Dr
Summerhill Dr
Springdale Dr
Marvale Dr
Overdale Dr
OVERHILL DR
Northridge Dr
Onacrest Dr
Valdina Pl
Mount Vernon Dr
Heatherdale Dr
Moiland Dr
Arch Crest Dr
Secrest Dr
Brea Crest Dr
SAN BERNARDINO COUNTY
ORANGE COUNTY
VENTURA COUNTY
PACIFIC OCEAN
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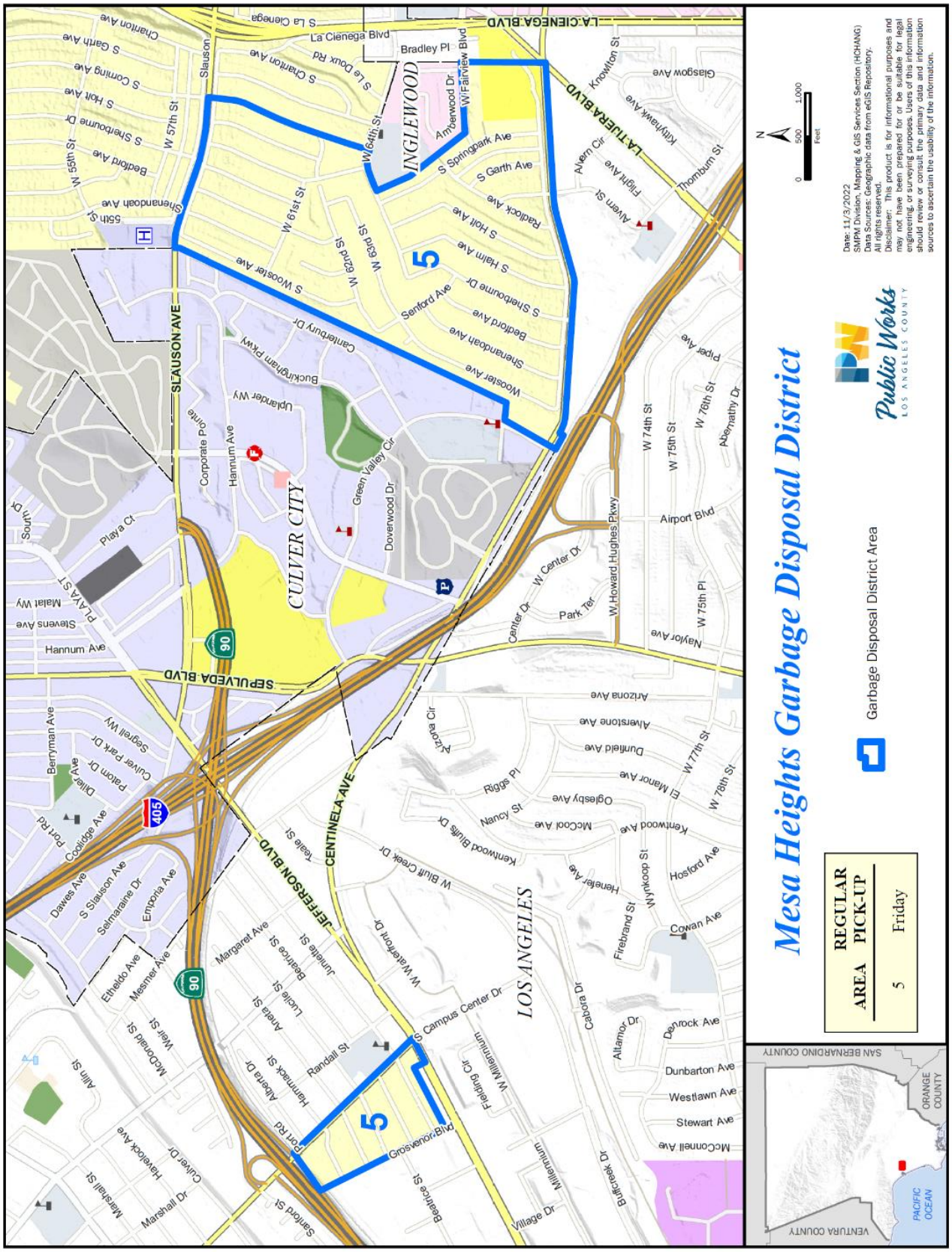
Mesa Heights Garbage Disposal District
REGULAR PICK-UP
AREA
5
Friday
Garbage Disposal District Area
Public Works
LOS ANGELES COUNTY
Date: 11/3/2022
SMPM Division, Mapping & GIS Services Section (HCHANG)
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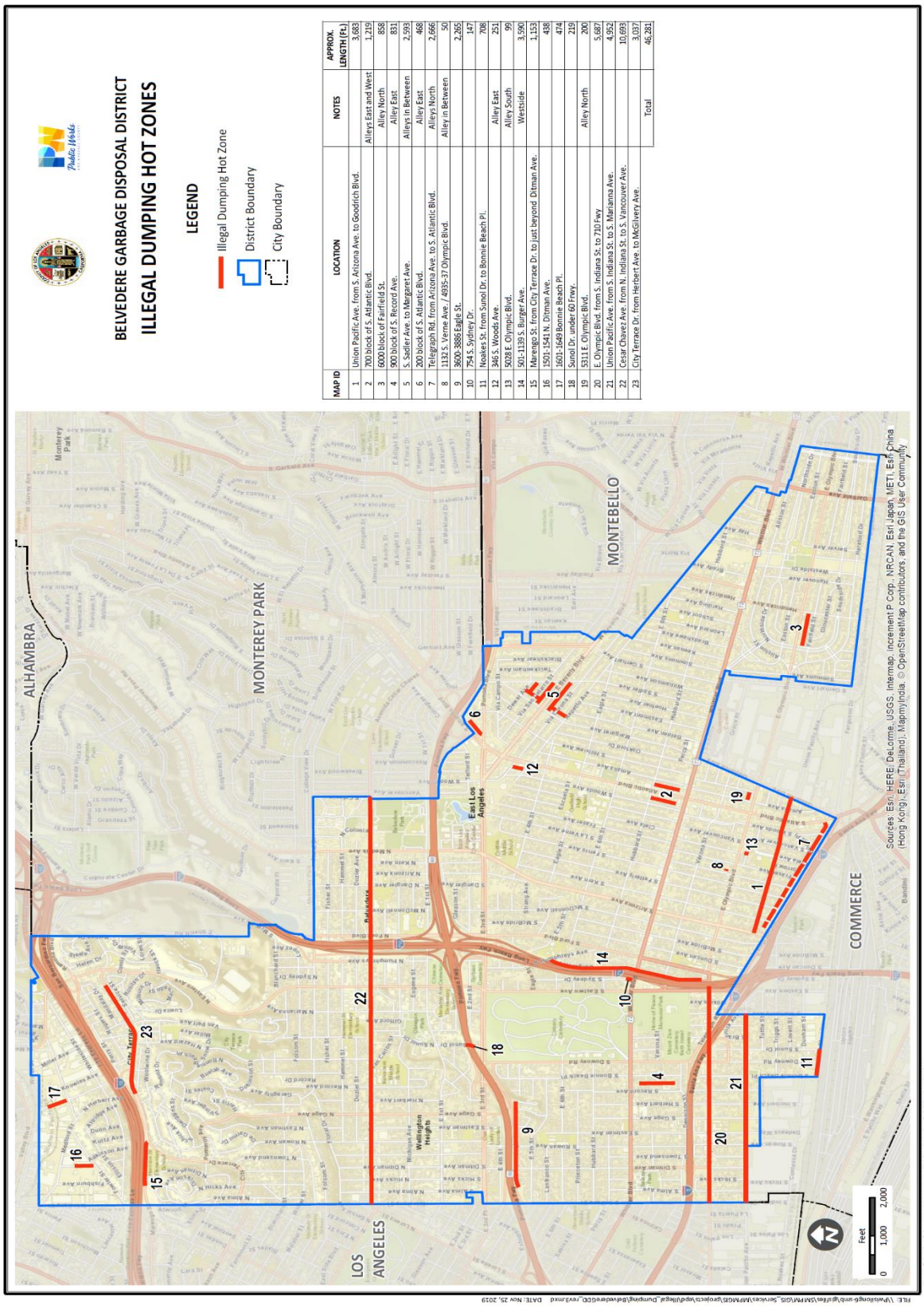
LA CIENEGA BLVD
LA TIJERA BLVD
SLAUSON AVE
SEPULVEDA BLVD
CENTINELA AVE
JEFFERSON BLVD
INGLEWOOD
CULVER CITY
LOS ANGELES
SAN BERNARDINO COUNTY
ORANGE COUNTY
VENTURA COUNTY
PACIFIC OCEAN

16.A.2 Illegal Dumping Hot Zones

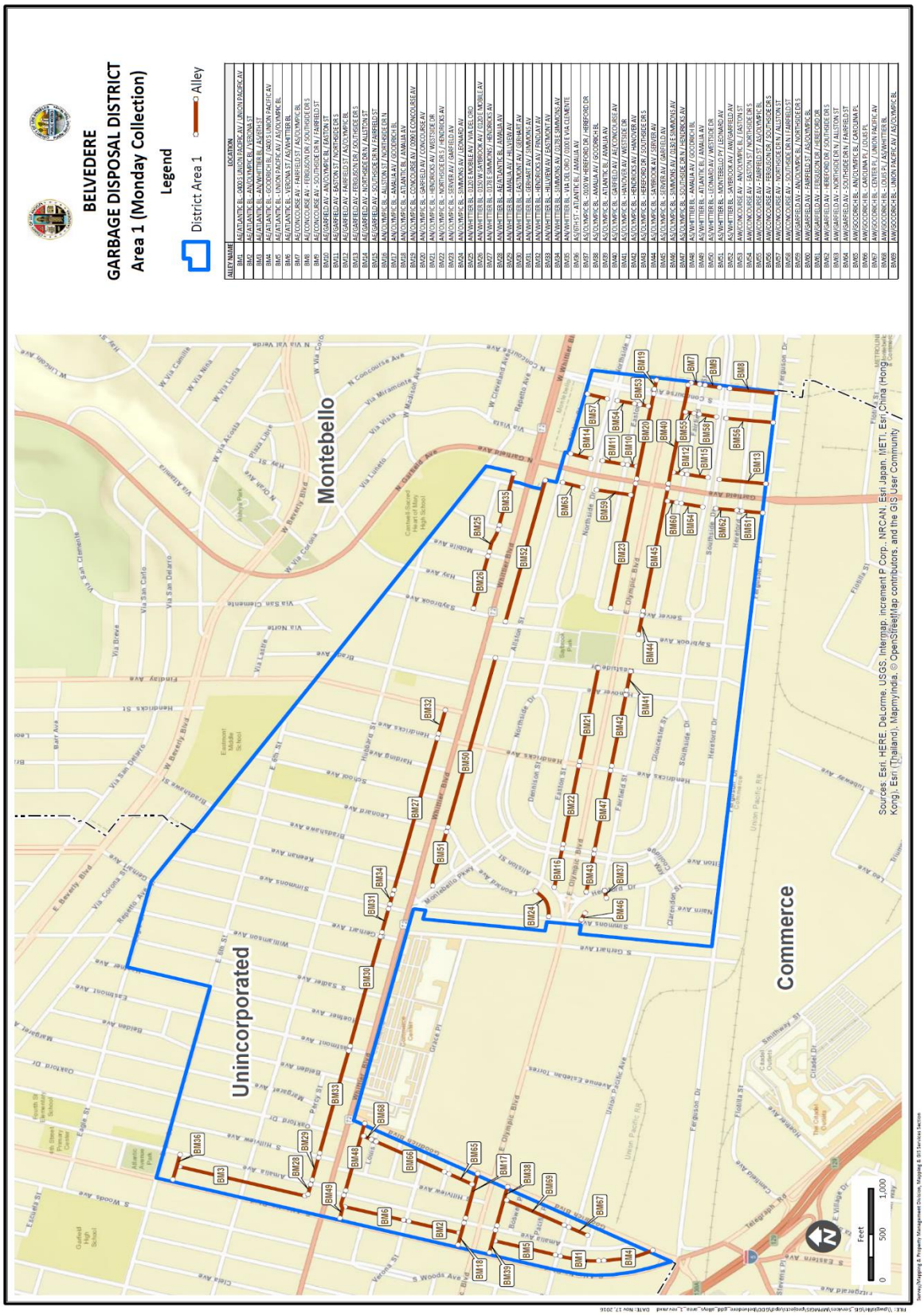


MAP ID	LOCATION	NOTES	APPROX. LENGTH (Ft.)
1	Union Pacific Ave. from S. Arizona Ave. to Goodrich Blvd.		3,683
2	700 block of S. Atlantic Blvd.	Alleys East and West	1,219
3	6000 block of Fairfield St.	Alley North	858
4	900 block of S. Record Ave.	Alley East	831
5	S. Sadler Ave. to Margaret Ave.	Alleys In Between	2,593
6	200 block of S. Atlantic Blvd.	Alley East.	468
7	Telegraph Rd. from Arizona Ave. to S. Atlantic Blvd.	Alleys North	2,666
8	1132 S. Verne Ave. / 4935-37 Olympic Blvd.	Alley in Between	50
9	3600-3886 Eagle St.		2,265
10	754 S. Sydney Dr.		147
11	Noakes St. from Sunol Dr. to Bonnie Beach Pl.		708
12	346 S. Woods Ave.	Alley East	251
13	5028 E. Olympic Blvd.	Alley South	99
14	501-1139 S. Burger Ave.	Westside	3,590
15	Marengo St. from City Terrace Dr. to just beyond Ditman Ave.		1,153
16	1501-1541 N. Ditman Ave.		438
17	1601-1649 Bonnie Beach Pl.		474
18	Sunol Dr. under 60 Fwy.		219
19	5311 E. Olympic Blvd.	Alley North	200
20	E. Olympic Blvd. from S. Indiana St. to 710 Fwy		5,687
21	Union Pacific Ave. from S. Indiana St. to S. Manianna Ave.		4,952
22	Cesar Chavez Ave. from N. Indiana St. to S. Vancouver Ave.		10,693
23	City Terrace Dr. from Herbert Ave. to McGilvery Ave.		3,037
		Total	46,281

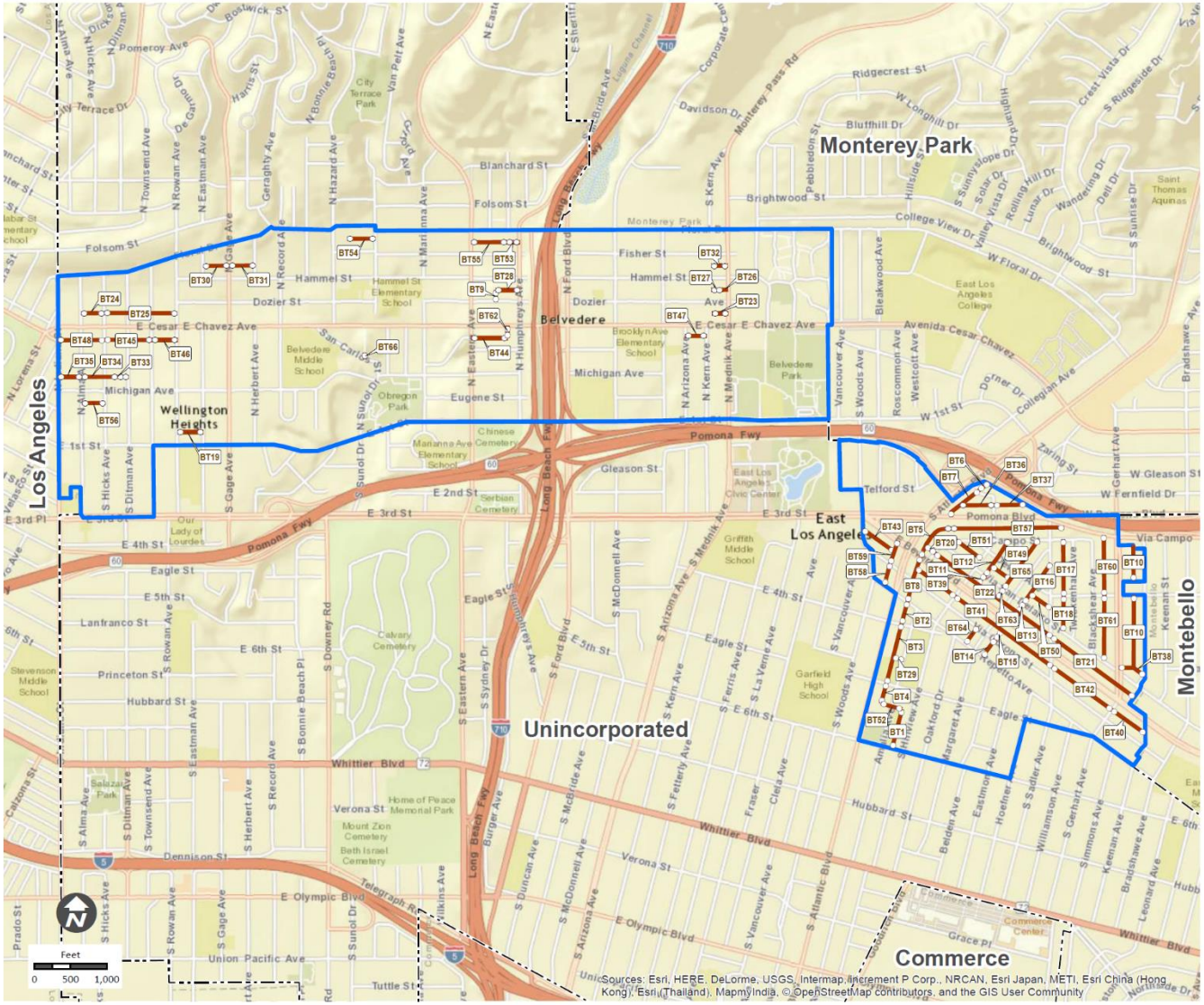
16.A.2 Illegal Dumping Hot Zones

There are currently no known illegal dumping hot zones for Mesa Heights.

16.A.5 Alleys



ALLEY NAME	LOCATION
BM1	AE/ATLANTIC BL - 0400 S UNION PACIFIC AV / UNION PACIFIC AV
BM2	AE/ATLANTIC BL - AN/OLYMPIC BL / VERONA ST
BM3	AE/ATLANTIC BL - AN/WHITTIER BL / 45TH ST
BM4	AE/ATLANTIC BL - GOODRICH BL / 0400 S UNION PACIFIC AV
BM5	AE/ATLANTIC BL - UNION PACIFIC AV / AS/OLYMPIC BL
BM6	AE/ATLANTIC BL - VERONA ST / AN/WHITTIER BL
BM7	AE/CONCOURSE AV - FERGUSON DR / AS/WHITTIER BL
BM8	AE/CONCOURSE AV - FERGUSON DR / SOUTHSIDE DR S
BM9	AE/CONCOURSE AV - SOUTHSIDE DR N / FAIRFIELD ST
BM10	AE/GARFIELD AV - AN/OLYMPIC BL / EASTON ST
BM11	AE/GARFIELD AV - EASTON ST / NORTHSIDE DR S
BM12	AE/GARFIELD AV - FAIRFIELD ST / AS/OLYMPIC BL
BM13	AE/GARFIELD AV - FERGUSON DR / SOUTHSIDE DR S
BM14	AE/GARFIELD AV - NORTHSIDE DR N / EASTON ST
BM15	AE/GARFIELD AV - SOUTHSIDE DR N / FAIRFIELD ST
BM16	AN/OLYMPIC BL - ALSTON ST / NORTHSIDE DR N
BM17	AN/OLYMPIC BL - ANAUA AV / GOODRICH BL
BM18	AN/OLYMPIC BL - ATLANTIC BL / AMAUA AV
BM19	AN/OLYMPIC BL - CONCORSE AV / 0095 E CONCOURSE AV
BM20	AN/OLYMPIC BL - GARFIELD AV / CONCOURSE AV
BM21	AN/OLYMPIC BL - HERFORD DR / NORTHSIDE DR
BM22	AN/OLYMPIC BL - NORTHSIDE DR S / HENDRICKS AV
BM23	AN/OLYMPIC BL - SERVER AV / GARFIELD AV
BM24	AN/OLYMPIC BL - SIMMONS AV / LEONARD AV
BM25	AN/WHITTIER BL - 0120 E MOBILE AV / VIA DEL ORO
BM26	AN/WHITTIER BL - 0150 W SAYBROOK AV / 0120 E MOBILE AV
BM27	AN/WHITTIER BL - 0180 E SIMMONS / HENDRICKS AV
BM28	AN/WHITTIER BL - AMAUA AV / GOODRICH BL
BM29	AN/WHITTIER BL - EASTMONT AV / HERBERT AV
BM30	AN/WHITTIER BL - GERHART AV / SIMMONS AV
BM31	AN/WHITTIER BL - GERHART AV / SIMMONS AV
BM32	AN/WHITTIER BL - HENDRICKS AV / FINDLAY AV
BM33	AN/WHITTIER BL - HILLVIEW AV / EASTMONT AV
BM34	AN/WHITTIER BL - SIMMONS AV / 0195 E SIMMONS AV
BM35	AN/WHITTIER BL - VIA DEL ORO / 0150 W SAYBROOK AV
BM36	AS/OLYMPIC BL - 0100 W LA CLEMENTE / 0400 W LA CLEMENTE
BM37	AS/OLYMPIC BL - 0200 W HEREFORD DR / HEREFORD DR
BM38	AS/OLYMPIC BL - AMAUA AV / GOODRICH BL
BM39	AS/OLYMPIC BL - ATLANTIC BL / AMAUA AV
BM40	AS/OLYMPIC BL - GARFIELD AV / AE/CONCOURSE AV
BM41	AS/OLYMPIC BL - HANOVER AV / WESTSIDE DR
BM42	AS/OLYMPIC BL - HERFORD DR / SOUTHSIDE DR N
BM43	AS/OLYMPIC BL - HERMOSA AV / SOUTHSIDE DR N
BM44	AS/OLYMPIC BL - SAYBROOK AV / SERVER AV
BM45	AS/OLYMPIC BL - SERVER AV / GARFIELD AV
BM46	AS/OLYMPIC BL - SIMMONS AV / 0185 E SIMMONS AV
BM47	AS/OLYMPIC BL - SOUTHSIDE DR N / HENDRICKS AV
BM48	AS/WHITTIER BL - AMAUA AV / GOODRICH BL
BM49	AS/WHITTIER BL - ATLANTIC BL / AMAUA AV
BM50	AS/WHITTIER BL - MONTEBELLO PY / LEONARD AV
BM51	AS/WHITTIER BL - MONTEBELLO PY / LEONARD AV
BM52	AS/WHITTIER BL - SAYBROOK AV / AW/GARFIELD AV
BM53	AW/CONCOURSE AV - AN/OLYMPIC BL / EASTON ST
BM54	AW/CONCOURSE AV - EASTON ST / NORTHSIDE DR S
BM55	AW/CONCOURSE AV - FAIRFIELD ST / AS/OLYMPIC BL
BM56	AW/CONCOURSE AV - FERGUSON DR / SOUTHSIDE DR S
BM57	AW/CONCOURSE AV - NORTHSIDE DR N / FAIRFIELD ST
BM58	AW/CONCOURSE AV - SOUTHSIDE DR N / FAIRFIELD ST
BM59	AW/GARFIELD AV - AN/OLYMPIC BL / NORTHSIDE DR S
BM60	AW/GARFIELD AV - FAIRFIELD ST / AS/OLYMPIC BL
BM61	AW/GARFIELD AV - FERGUSON DR / HEREFORD DR
BM62	AW/GARFIELD AV - HEREFORD DR / SOUTHSIDE DR S
BM63	AW/GARFIELD AV - NORTHSIDE DR N / EASTON ST
BM64	AW/GARFIELD AV - SOUTHSIDE DR N / FAIRFIELD ST
BM65	AW/GOODRICH BL - CARDINAL PL / CENTER PL
BM66	AW/GOODRICH BL - CARDINAL PL / LOUIS PL
BM67	AW/GOODRICH BL - CENTER PL / UNION PACIFIC AV
BM68	AW/GOODRICH BL - LOUIS PL / AS/WHITTIER BL
BM69	AW/GOODRICH BL - UNION PACIFIC AV / AS/OLYMPIC BL



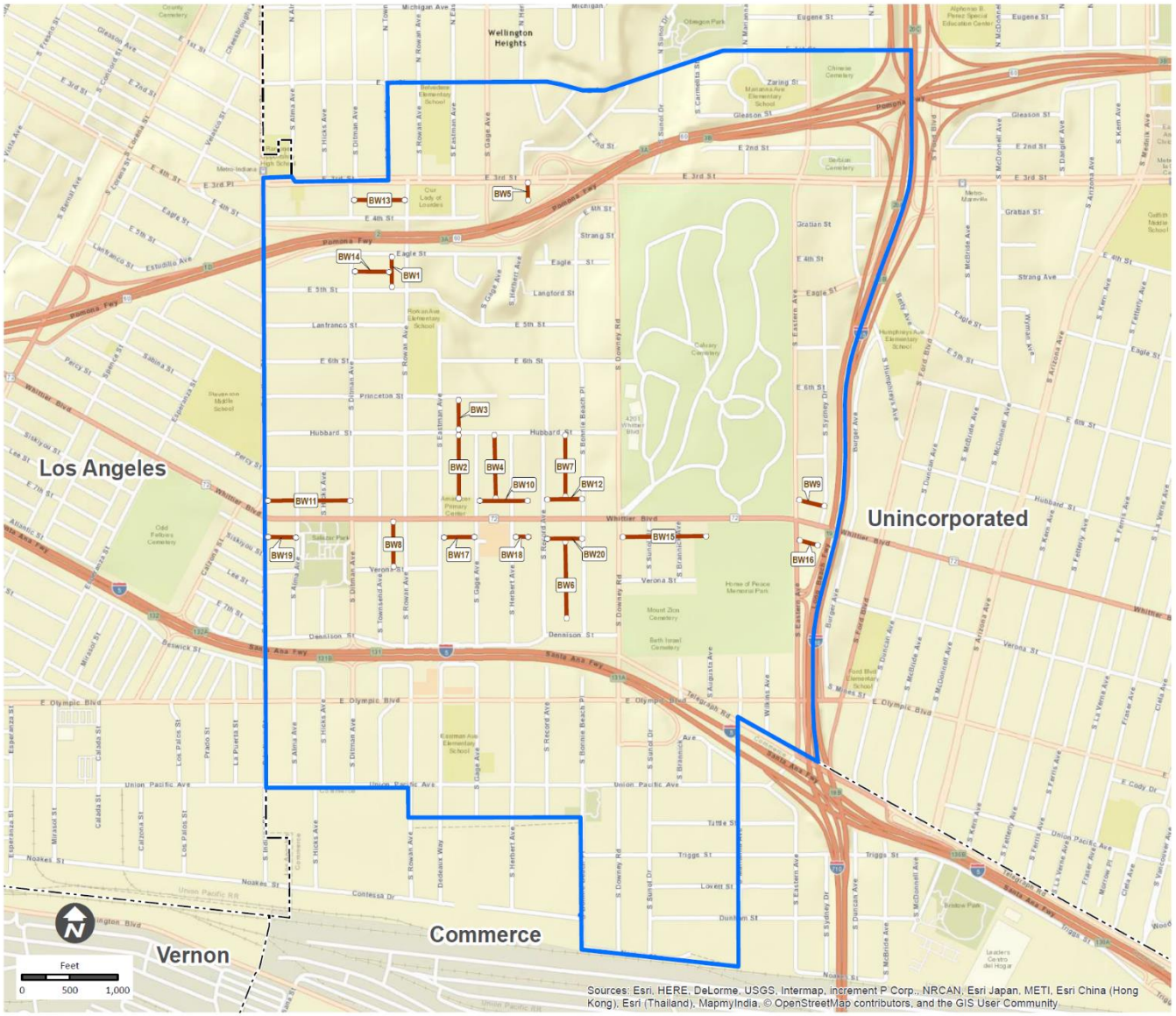
BELVEDERE
GARBAGE DISPOSAL DISTRICT
Area 2 (Tuesday Collection)

Legend

District Area 2 — Alley

ALLEY NAME	LOCATION
BT1	AE/AMALIA AV - 6TH ST / AS/EAGLE ST
BT2	AE/ATLANTIC BL - 4TH ST / REPETTO ST
BT3	AE/ATLANTIC BL - AN/EAGLE ST / 4TH ST
BT4	AE/ATLANTIC BL - AS/EAGLE ST / EAGLE ST
BT5	AE/ATLANTIC BL - BEVERLY BL / 0430 N BEVERLY BL
BT6	AE/ATLANTIC BL - FERNFIELD DR / N/FERNFIELD DR
BT7	AE/ATLANTIC BL - POMONA BL / FERNFIELD DR
BT8	AE/ATLANTIC BL - REPETTO ST / BEVERLY BL
BT9	AE/EASTERN AV - DOZIER ST / AN/DOZIER ST
BT10	AE/GERHART AV - AN/N/A SAN DELARRO / VIA CAMPO
BT11	AE/HILLVIEW AV - AN/BEVERLY BL / VIA SAN DELARRO
BT12	AE/HILLVIEW AV - VIA SAN DELARRO / VIA CAMPO
BT13	AE/MARGARET AV - AN/BEVERLY BL / VIA SAN DELARRO
BT14	AE/MARGARET AV - REPETTO ST / VIA CORONA
BT15	AE/MARGARET AV - VIA CORONA / AS/BEVERLY BL
BT16	AE/MARGARET AV - VIA SAN DELARRO / SADLER AV
BT17	AE/SADLER AV - DEWAR ST / VIA CAMPO
BT18	AE/SADLER AV - VIA SAN DELARRO / DEWAR ST
BT19	AN/1ST ST - ROWAN AV / EASTMAN AV
BT20	AN/BEVERLY BL - AE/ATLANTIC BL / VIA CAMPO
BT21	AN/BEVERLY BL - SADLER AV / 1410 E SADLER AV
BT22	AN/BEVERLY BL - VIA CAMPO / SADLER AV
BT23	AN/CESAR CHVZ AV - 0220 W W/MEDNIK AV / MEDNIK AV
BT24	AN/CESAR CHVZ AV - ALMA AV / HICKS AV
BT25	AN/CESAR CHVZ AV - HICKS AV / ROWAN AV
BT26	AN/DOZIER ST - 0037 W MEDNIK AV / MEDNIK AV
BT27	AN/DOZIER ST - 0220 W MEDNIK AV / 0037 W MEDNIK AV
BT28	AN/DOZIER ST - 0335 W HUMPHREYS AV / HUMPHREYS AV
BT29	AN/EAGLE ST - AE/ATLANTIC BL / AMALIA AV
BT30	AN/HAMMEL ST - EASTMAN AV / GAGE AV
BT31	AN/HAMMEL ST - GAGE AV / HERBERT AV
BT32	AN/HAMMEL ST - W/MEDNIK AV / MEDNIK AV
BT33	AN/MICHIGAN AV - 0165 E HICKS AV / DITMAN AV
BT34	AN/MICHIGAN AV - ALMA AV / 0165 E HICKS AV
BT35	AN/MICHIGAN AV - INDIANA ST / ALMA AV
BT36	AN/POMONA BL - AE/ATLANTIC BL / HILLVIEW AV
BT37	AN/POMONA BL - HILLVIEW AV / 0405 E HILLVIEW AV
BT38	AN/VIA SAN DELARRO - GERHART AV / SIMMONS AV
BT39	AS/BEVERLY BL - AE/ATLANTIC BL / HILLVIEW AV
BT40	AS/BEVERLY BL - GERHART AV / 0530 E GERHART AV
BT41	AS/BEVERLY BL - HILLVIEW AV / SADLER AV
BT42	AS/BEVERLY BL - SADLER AV / GERHART AV
BT43	AS/BEVERLY BL - WOODS AV / AW/ATLANTIC BL
BT44	AS/CESAR CHAVEZ AV - EASTERN AV / AW/HUMPHREYS AV
BT45	AS/CESAR CHAVEZ AV - HICKS AV / TOWNSEND AV
BT46	AS/CESAR CHAVEZ AV - TOWNSEND AV / ROWAN AV
BT47	AS/CESAR CHVZ AV - ARIZONA AV / KERN AV
BT48	AS/CESAR CHVZ AV - INDIANA ST / HICKS AV
BT49	AS/DEWAR AV - AE/HILLVIEW AV / AW/MARGARET AV
BT50	AS/DEWAR AV - AE/MARGARET AV / SADLER AV
BT51	AS/DEWAR AV - VIA CAMPO / HILLVIEW AV
BT52	AS/EAGLE ST - AE/ATLANTIC BL / AE/AMALIA AV
BT53	AS/FLORAL DR - 0150 W HUMPHREYS AV / HUMPHREYS AV
BT54	AS/FLORAL DR - 0890 W BRANNICK AV / BRANNICK AV
BT55	AS/FLORAL DR - EASTERN AV / 0150 W HUMPHREYS AV
BT56	AS/MICHIGAN AV - ALMA AV / HICKS AV
BT57	AS/POMONA BL - AE/ATLANTIC BL / POMONA BL
BT58	AW/ATLANTIC BL - REPETTO ST / VIA CORONA
BT59	AW/ATLANTIC BL - VIA CORONA / BEVERLY BL
BT60	AW/GERHART AV - DEWAR ST / POMONA BL
BT61	AW/GERHART AV - VIA SAN DELARRO / DEWAR ST
BT62	AW/HUMPHREYS AV - AS/CEASAR CHAVEZ AV / CEASAR E CHAVEZ AV
BT63	AW/MARGARET AV - AN/BEVERLY BL / VIA SAN DELARRO
BT64	AW/MARGARET AV - REPETTO ST / VIA CORONA
BT65	AW/MARGARET AV - VIA SAN DELARRO / VIA CAMPO
BT66	SUNOL DR - SAN CARLOS ST / 0100 N SAN CARLOS ST

Survey/Mapping & Property Management Division, Mapping & GIS Services Section



BELVEDERE
GARBAGE DISPOSAL DISTRICT
Area 3 (Wednesday Collection)

Legend

District Area 3 — Alley

ALLEY NAME	LOCATION
BW1	AE/DITMAN AV - 5TH ST / EAGLE ST
BW2	AE/EASTMAN AV - 0030 N AN/WHITTIER BL / HUBBARD ST
BW3	AE/EASTMAN AV - HUBBARD ST / PRINCETON ST
BW4	AE/GAGE AV - AN/WHITTIER BL / HUBBARD ST
BW5	AE/HERBERT AV - 0260 S 3RD ST / 3RD ST
BW6	AE/RECORD AV - 0840 S AS/WHITTIER BL / AS/WHITTIER BL
BW7	AE/RECORD AV - AN/WHITTIER BL / HUBBARD ST
BW8	AE/TOWNSEND AV - VERONA ST / WHITTIER BL
BW9	AN/WHITTIER BL - EASTERN AV / SYDNEY DR
BW10	AN/WHITTIER BL - GAGE AV / 0140 E HERBERT AV
BW11	AN/WHITTIER BL - INDIANA ST / DITMAN AV
BW12	AN/WHITTIER BL - RECORD AV / BONNIE BEACH PL
BW13	AS/3RD ST - DITMAN AV / ROWAN AV
BW14	AS/EAGLE ST - DITMAN AV / AE/DITMAN AV
BW15	AS/WHITTIER BL - DOWNEY RD / 0285 E BRANNICK AV
BW16	AS/WHITTIER BL - EASTERN AV / 0250 E EASTERN AV
BW17	AS/WHITTIER BL - EASTMAN AV / GAGE AV
BW18	AS/WHITTIER BL - HERBERT AV / 0140 E HERBERT AV
BW19	AS/WHITTIER BL - INDIANA ST / ALMA AV
BW20	AS/WHITTIER BL - RECORD AV / BONNIE BEACH PL

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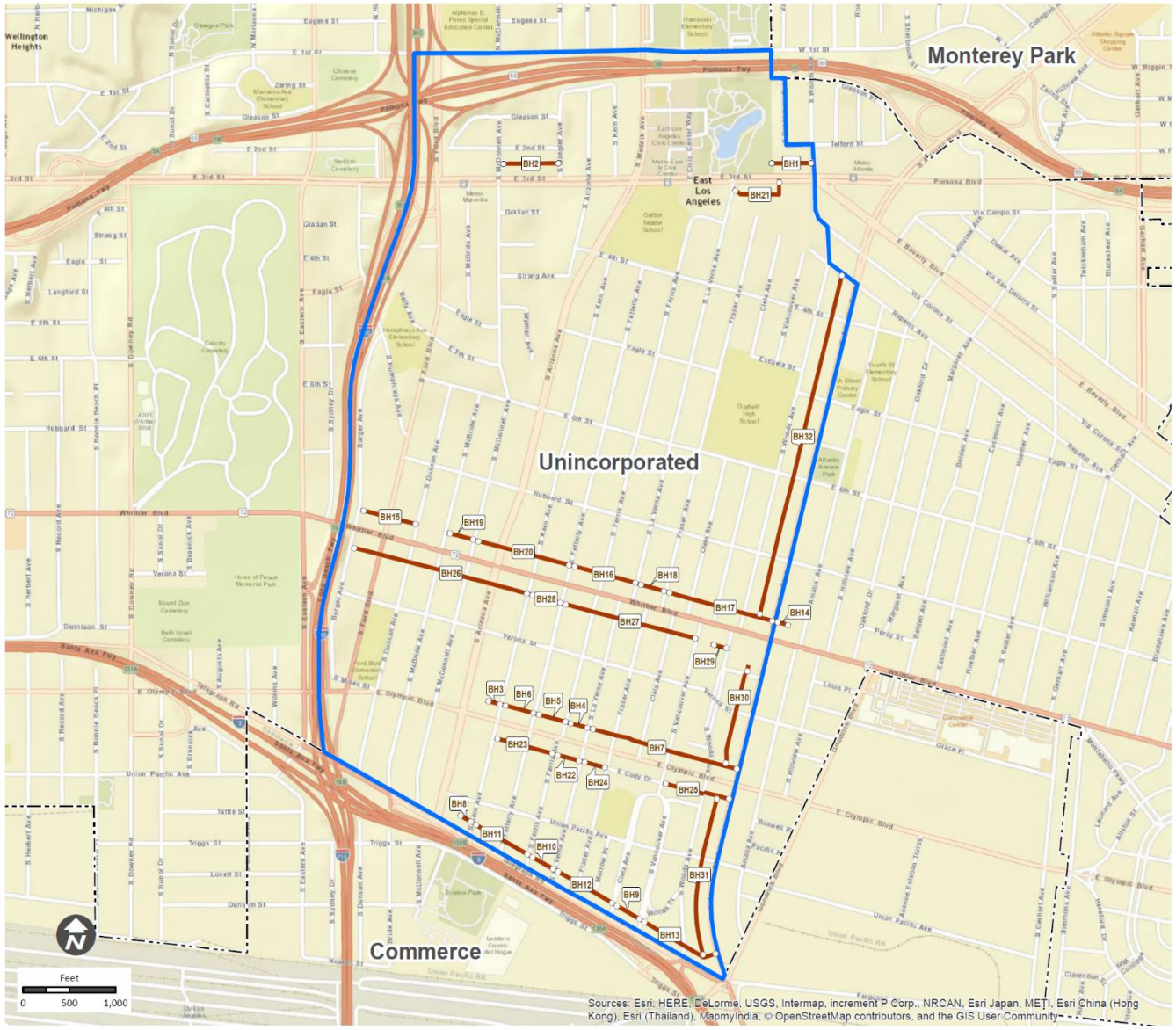
Survey/Mapping & Property Management Division, Mapping & GIS Services Section



BELVEDERE
GARBAGE DISPOSAL DISTRICT
Area 4 (Thursday Collection)

Legend

District Area 4 — Alley

ALLEY NAME	LOCATION
BH1	AN/3RD ST - 0485 W WOODS AV / WOODS AV
BH2	AN/3RD ST - MC DONNELL AV / DANGLER AV
BH3	AN/OLYMPIC BL - 0170 W KERN AV / KERN AV
BH4	AN/OLYMPIC BL - FERRIS AV / LA VERNE AV
BH5	AN/OLYMPIC BL - FETTERLY AV / FERRIS AV
BH6	AN/OLYMPIC BL - KERN AV / FETTERLY AV
BH7	AN/OLYMPIC BL - LA VERNE AV / ATLANTIC BL
BH8	AN/TELEGRAPH RD - 0180 W KERN AV / KERN AV
BH9	AN/TELEGRAPH RD - CLELA AV / VANCOUVER AV
BH10	AN/TELEGRAPH RD - FERRIS AV / LA VERNE AV
BH11	AN/TELEGRAPH RD - KERN AV / FERRIS AV
BH12	AN/TELEGRAPH RD - LA VERNE AV / CLELA AV
BH13	AN/TELEGRAPH RD - VANCOUVER AV / ATLANTIC BL
BH14	AN/WHITTIER BL - ATLANTIC BL / AE/ATLANTIC BL
BH15	AN/WHITTIER BL - BURGER AV / DUNCAN AV
BH16	AN/WHITTIER BL - FETTERLY AV / LA VERNE AV
BH17	AN/WHITTIER BL - FRASER AV / ATLANTIC BL
BH18	AN/WHITTIER BL - LA VERNE AV / FRASER AV
BH19	AN/WHITTIER BL - MC BRIDE AV / MC DONNELL AV
BH20	AN/WHITTIER BL - MC DONNELL AV / FETTERLY AV
BH21	AS/3RD ST - LA VERNE AV / 3RD ST
BH22	AS/OLYMPIC BL - FERRIS AV / LA VERNE AV
BH23	AS/OLYMPIC BL - KERN AV / FERRIS AV
BH24	AS/OLYMPIC BL - LA VERNE AV / FRASER AV
BH25	AS/OLYMPIC BL - VANCOUVER AV / ATLANTIC BL
BH26	AS/WHITTIER BL - BURGER AV / KERN AV
BH27	AS/WHITTIER BL - FETTERLY AV / VANCOUVER AV
BH28	AS/WHITTIER BL - KERN AV / FETTERLY AV
BH29	AS/WHITTIER BL - WOODS AV / 0200 W WOODS AV
BH30	AW/ATLANTIC BL - AN/OLYMPIC BL / 0130 N LOUIS PL
BH31	AW/ATLANTIC BL - AN/TELEGRAPH RD / AS/OLYMPIC BL
BH32	AW/ATLANTIC BL - AN/WHITTIER BL / REPETTO ST

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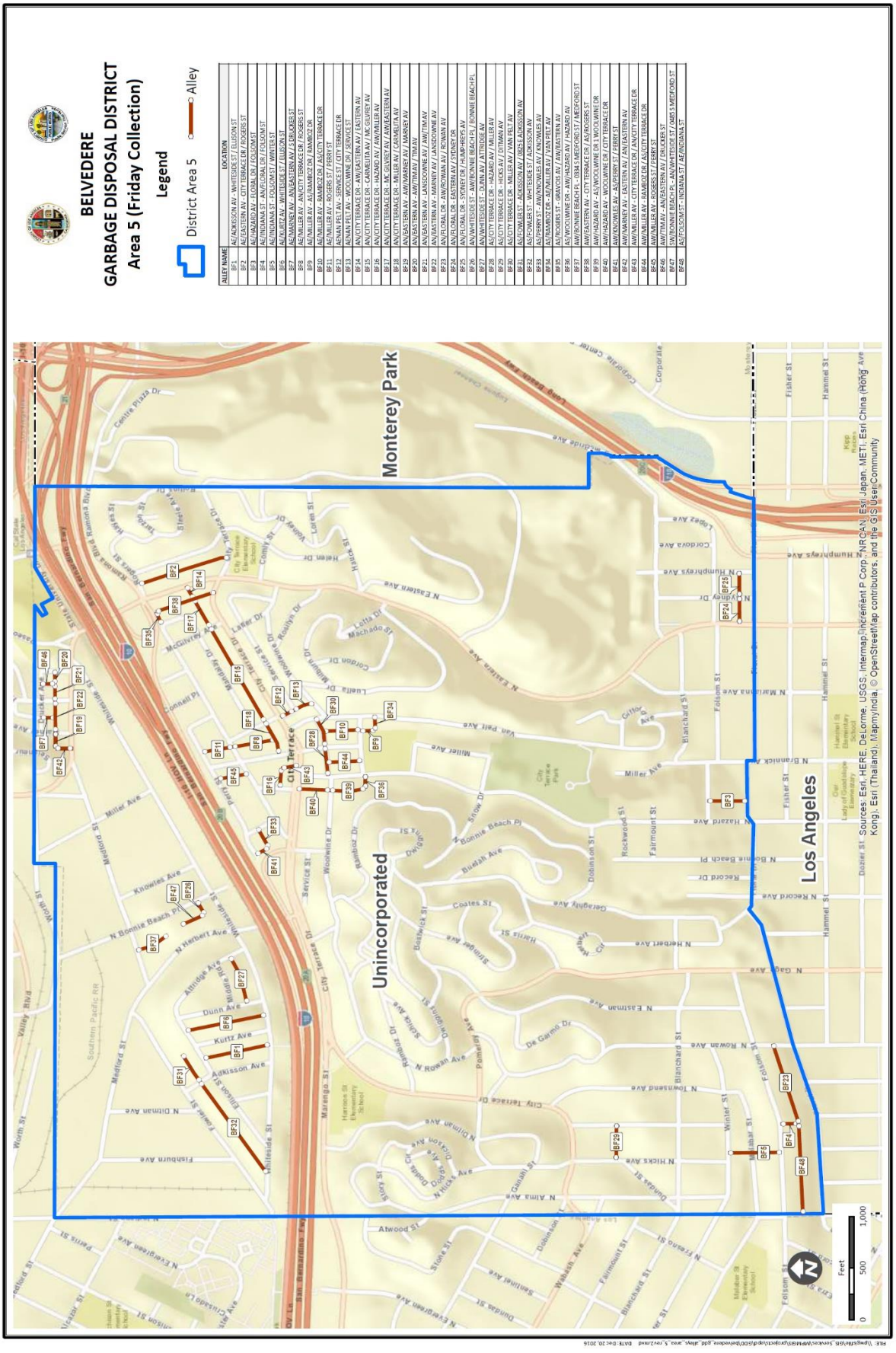
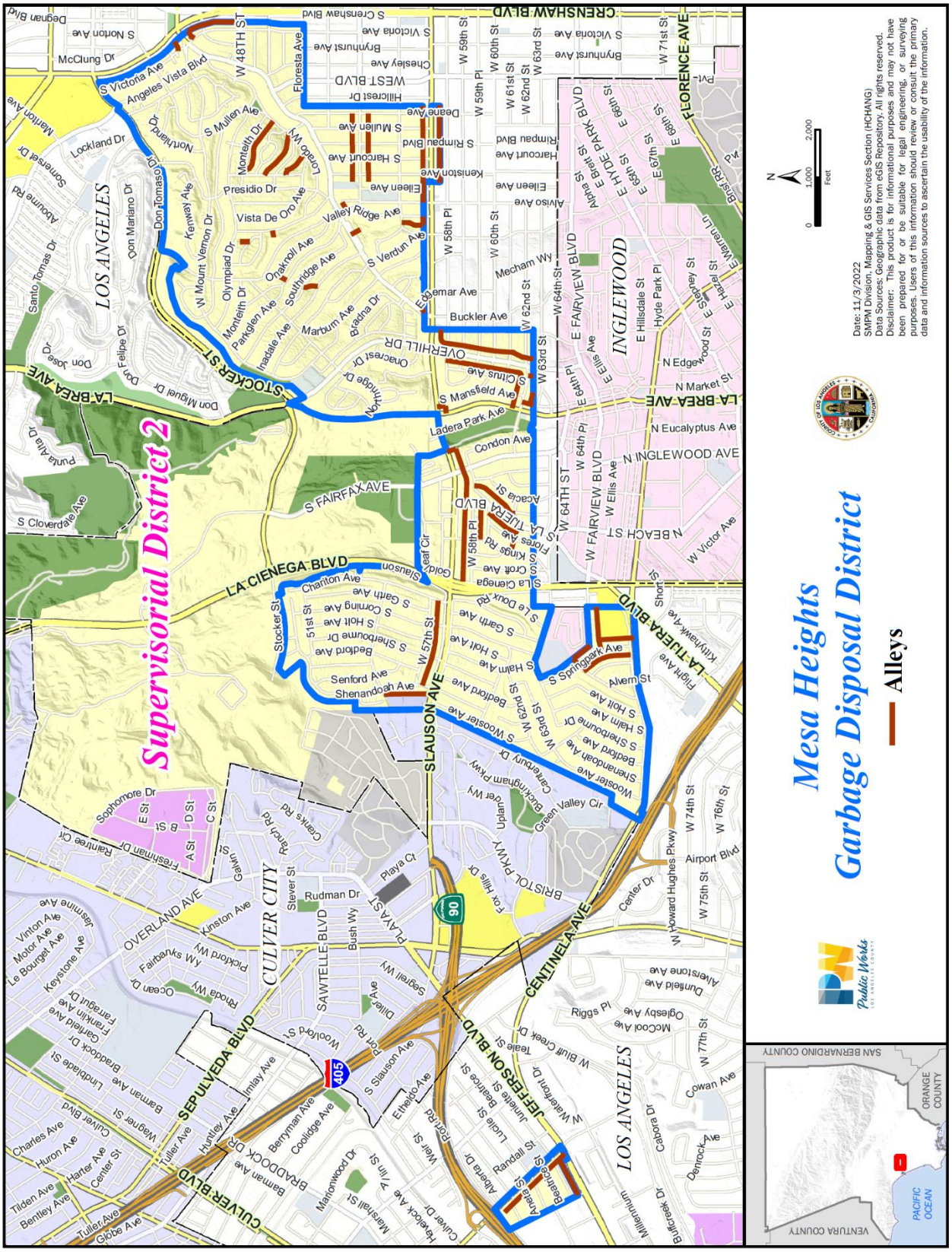
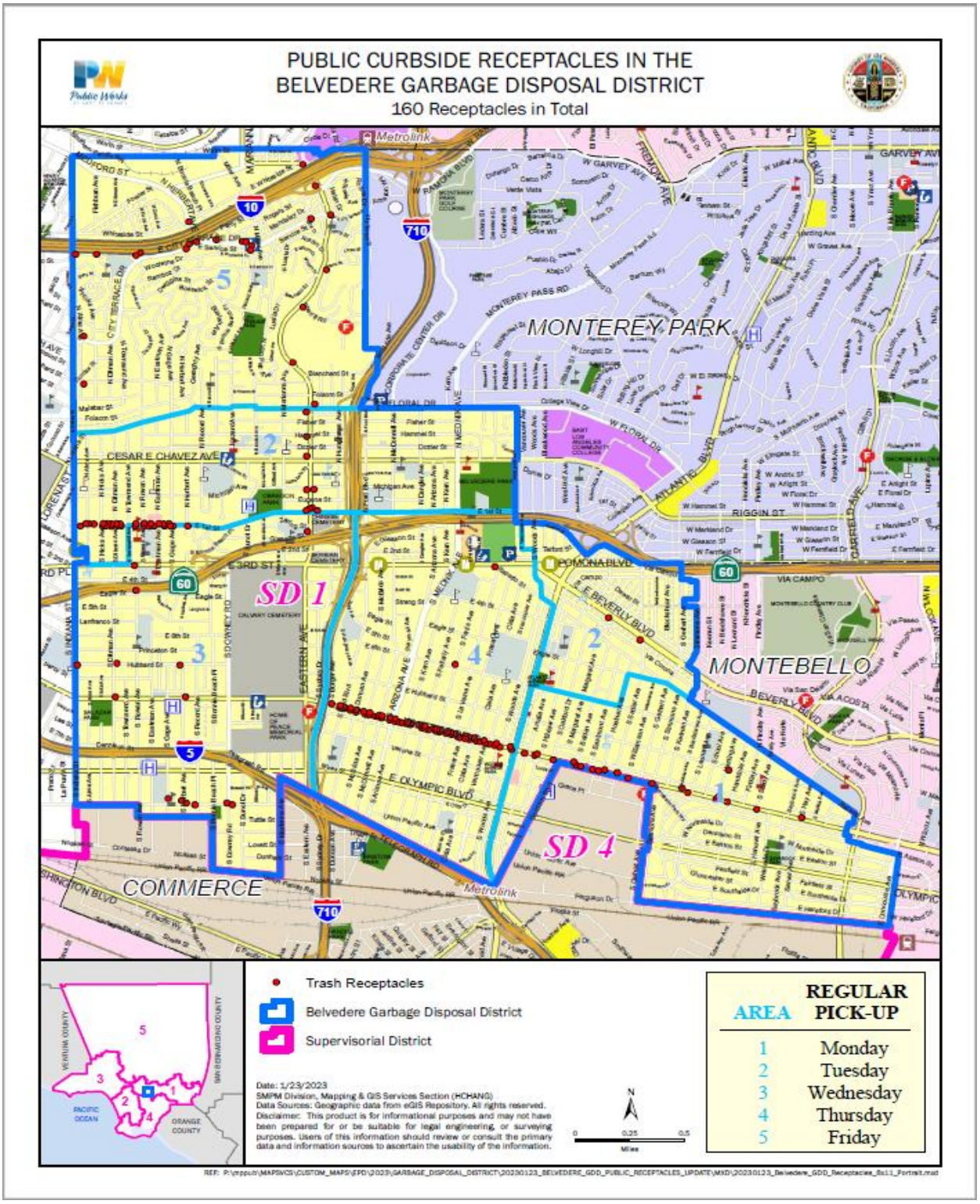
Survey/Mapping & Property Management Division, Mapping & GIS Services Section



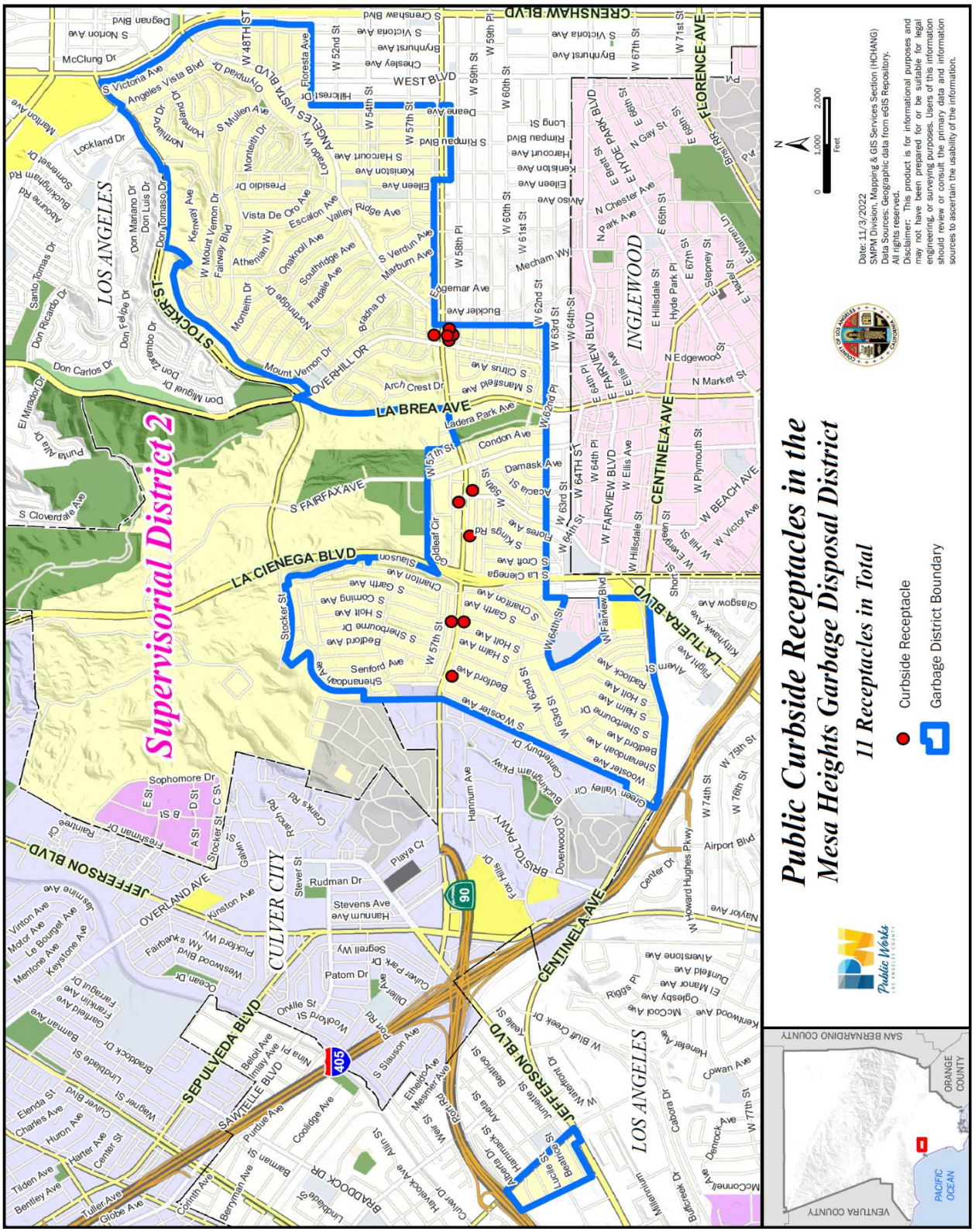
ALLEY NAME	LOCATION
BF1	AE/ADKISSON AV - WHITESIDE ST / ELLISON ST
BF2	AE/EASTERN AV - CITY TERRACE DR / ROGERS ST
BF3	AE/HAZARD AV - FLORAL DR / FOLSOM ST
BF4	AE/INDIANA ST - AN/FLORAL DR / FOLSOM ST
BF5	AE/INDIANA ST - FOLSOM ST / WINTER ST
BF6	AE/KURTZ AV - WHITESIDE ST / ELLISON ST
BF7	AE/MARNEY AV - AN/EASTERN AV / 3 BRUKERS ST
BF8	AE/MILLER AV - AN/CITY TERRACE DR / ROGERS ST
BF9	AE/MILLER AV - BAMBOO DR / AS/CITY TERRACE DR
BF10	AE/MILLER AV - BAMBOO DR / AS/CITY TERRACE DR
BF11	AE/MILLER AV - ROGERS ST / FERRY ST
BF12	AE/NAN PELT AV - SERVICE ST / CITY TERRACE DR
BF13	AE/NAN PELT AV - WOOLWINE DR / SERVICE ST
BF14	AN/CITY TERRACE DR - AW/EASTERN AV / EASTERN AV
BF15	AN/CITY TERRACE DR - CARMELITA AV / MC GILVREY AV
BF16	AN/CITY TERRACE DR - HAZARD AV / AW/MILLER AV
BF17	AN/CITY TERRACE DR - MC GILVREY AV / AW/EASTERN AV
BF18	AN/CITY TERRACE DR - MARNEY AV / CARMELITA AV
BF19	AN/EASTERN AV - AW/MARNEY AV / ANABRIST AV
BF20	AN/EASTERN AV - AW/TIM AV / TIM AV
BF21	AN/EASTERN AV - LANSCOWNE AV / AW/TIM AV
BF22	AN/EASTERN AV - MARNEY AV / LANSCOWNE AV
BF23	AN/FLORAL DR - AW/ROWAN AV / ROWAN AV
BF24	AN/FLORAL DR - EASTERN AV / SYDNEY DR
BF25	AN/FLORAL DR - SYDNEY DR / HUMPHREYS AV
BF26	AN/WHITESIDE ST - AW/BONNIE BEACH PL / BONNIE BEACH PL
BF27	AN/WHITESIDE ST - DUNN AV / WHITESIDE AV
BF28	AS/CITY TERRACE DR - HAZARD AV / MILLER AV
BF29	AS/CITY TERRACE DR - HICKS AV / DITMAN AV
BF30	AS/CITY TERRACE DR - MILLER AV / VAN PELT AV
BF31	AS/FOWLER ST - ADKISSON AV / 0925 E ADKISSON AV
BF32	AS/FOWLER ST - WHITESIDE ST / ADKISSON AV
BF33	AS/FERRY ST - AW/KNOWLES AV / KNOWLES AV
BF34	AS/BAMBOO DR - AE/MILLER AV / VAN PELT AV
BF35	AS/ROGERS ST - GRAVOS AV / AN/EASTERN AV
BF36	AS/WOOLWINE DR - AW/HAZARD AV / HAZARD AV
BF37	AW/BONNIE BEACH PL - KNOWLES AV / 0 BONNIE BEACH PL
BF38	AW/EASTERN AV - CITY TERRACE DR / AS/ROGERS ST
BF39	AW/HAZARD AV - AS/WOOLWINE DR / WOOLWINE DR
BF40	AW/HAZARD AV - WOOLWINE DR / CITY TERRACE DR
BF41	AW/KNOWLES AV - AS/FERRY ST / FERRY ST
BF42	AW/MARNEY AV - EASTERN AV / AN/EASTERN AV
BF43	AW/MILLER AV - CITY TERRACE DR / AN/CITY TERRACE DR
BF44	AW/MILLER AV - BAMBOO DR / AS/CITY TERRACE DR
BF45	AW/MILLER AV - ROGERS ST / FERRY ST
BF46	AW/TIM AV - AN/EASTERN AV / EASTERN AV
BF47	AW/BONNIE BEACH PL - KNOWLES AV / 0 885 S MEDFORD ST
BF48	AS/FOLSOM ST - INDIANA ST / AE/INDIANA ST


Mesa Heights
Garbage Disposal District
Alleys
Supervisorial District 2
Public Works
Date: 11/3/2022
SMPM Division, Mapping & GIS Services Section (HCHANG)
Data Sources: Geographic data from eGIS Repository. All rights reserved.
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
REF: P:\mppub\MAPSVCS\CUSTOM_MAPS\EPD\2022\MESA_HEIGHTS_GDD_MAP_UPDATES_20221017\MXD\MesaHeights_GDD_Alleys_rev_11x8_20221103.mxd
LOS ANGELES
INGLEWOOD
CULVER CITY
SAN BERNARDINO COUNTY
ORANGE COUNTY
VENTURA COUNTY
PACIFIC OCEAN

16.A.6 Public Receptacles

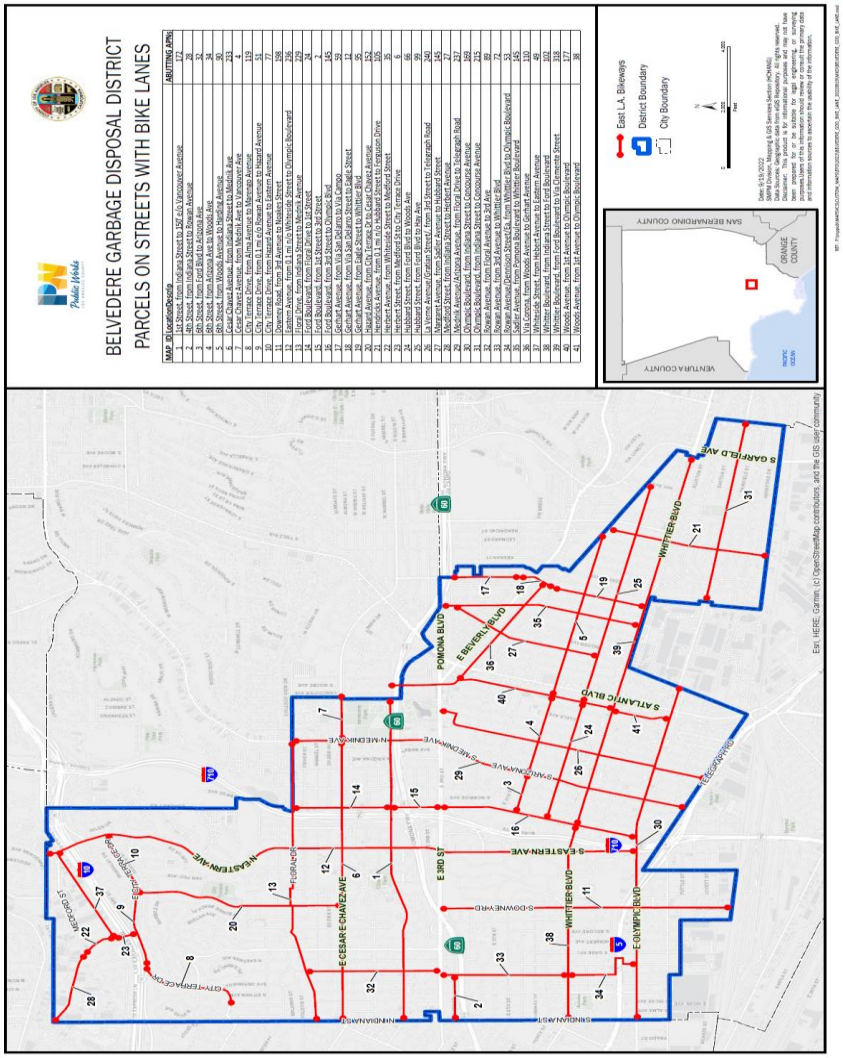


16.A.6 Public Receptacles

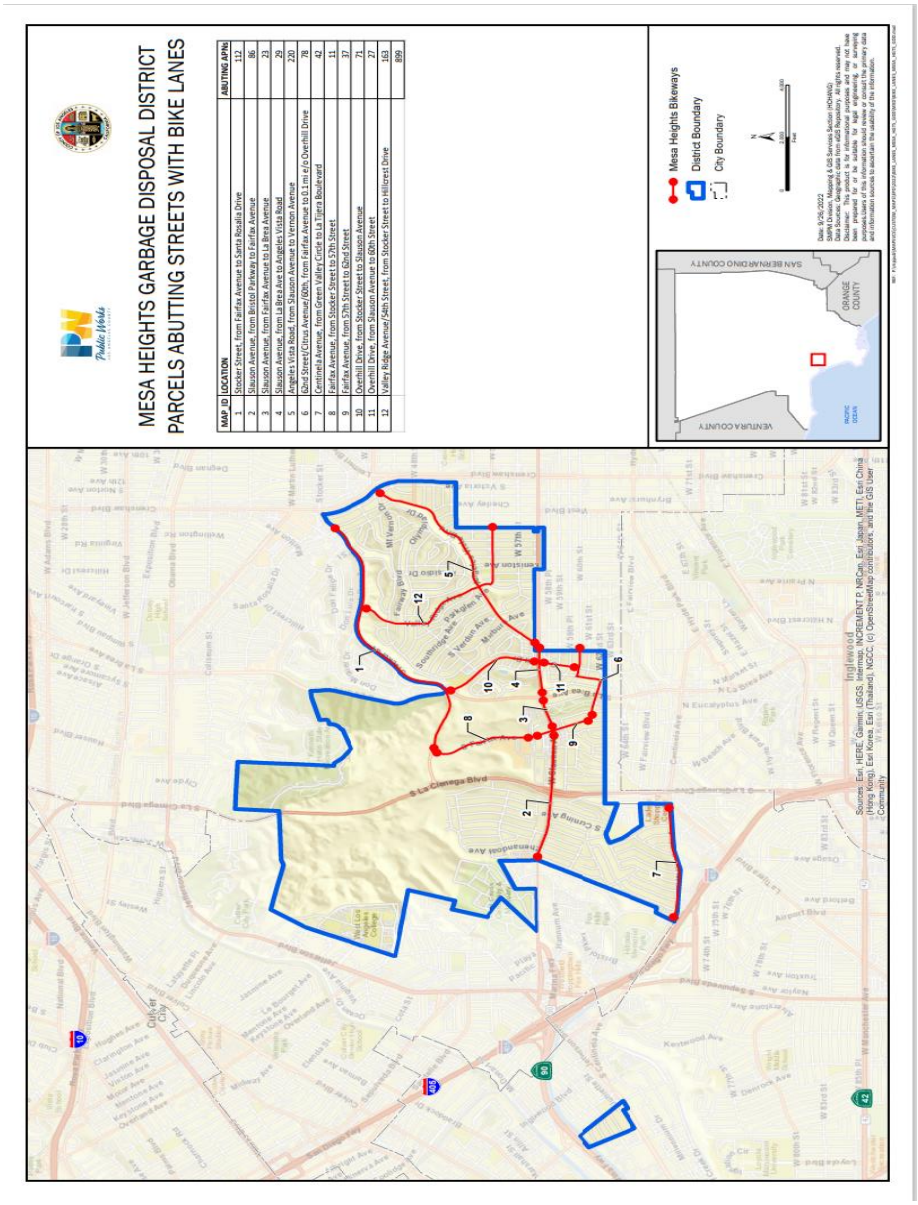


16.A.7 Bike Lanes

Replace map below with revised map of Bike Lanes (no Bike Routes)



Replace map below with revised map of Bike Lanes (no Bike Routes)



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

ACEPTABLES

Hojas de palmeras
Residuos domésticos

NO ACEPTABLES

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

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888XXX-XXXX

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888XXX-XXXX

(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

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

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888XXX-XXXX

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888XXX-XXXX

GREEN WASTE ONLY / DESECHOS VERDES SOLAMENTE

ACCEPTABLE

Leaves
Grass Clippings
Branches
Brush
Saw Dust
Tree Trimmings

NOT ACCEPTABLE

Construction Debris
Garbage
Palm Tree Trimmings
Palm Fronds
Cactus
Rocks
Plastic or Paper Bags
Animal Waste
*Hazardous and Electronic Waste

ACEPTABLES

Hojas
Recortes de Césped
Ramas
Arbusto
Aserrín
Recortes de árboles

NO ACEPTABLES

Residuos de construcción
Basura
Recortes de palmeras
Hojas de palmeras
Nopal
Piedra
Bolsas de plástico o papel
Desechos de mascotas
*Desechos peligrosos y Electrodomésticos

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888 XXX-XXXX.

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888 XXX-XXXX

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 Públicos 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

Name of Garbage Disposal District	Street Miles	Alley Miles
Belvedere	174.00	22.50

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

Item 16.C.1 - Street and Alley Miles

Name of Garbage Disposal District	Street Miles	Alley Miles
Mesa Heights	66.00	5.30

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

16.C.3 Locations of Public Receptacles – Belvedere

BELVEDERE GARBAGE DISPOSAL DISTRICT

PUBLIC CURBSIDE RECEPTACLES

#	Address	Additional Info
1	3514 E 1ST ST LOS ANGELES CA 90063	EB
2	3600 E 1ST ST LOS ANGELES CA 90063	EB
3	3584 E 1ST ST LOS ANGELES CA 90063	EB
4	3600 E 1ST ST LOS ANGELES CA 90063	EB
5	3724 E 1ST ST LOS ANGELES CA 90063	EB
6	3724 E 1ST ST LOS ANGELES CA 90063	EB
7	3724 E 1ST ST LOS ANGELES CA 90063	EB
8	3760 E 1ST ST LOS ANGELES CA 90063	EB
9	3800 E 1ST ST LOS ANGELES CA 90063	EB
10	3834 E 1ST ST LOS ANGELES CA 90063	EB
11	4215 GLEASON ST LOS ANGELES CA 90063	On Eastern Ave Side SB
12	4304 EUGENE ST EAST LOS ANGELES CA 90022	On Eastern Ave Side NB
13	4304 EUGENE ST EAST LOS ANGELES CA 90022	On 1st St Side WB
14	4304 MICHIGAN AVE LOS ANGELES CA 90022	On Eastern Ave Side NB
15	710 N EASTERN AVE LOS ANGELES CA 90022	NB
16	958 N EASTERN AVE LOS ANGELES CA 90063	NB
17	1104 N EASTERN AVE LOS ANGELES CA 90063	NB Near Sheriff Rd
18	1312 N EASTERN AVE LOS ANGELES CA 90063	NB Near Hauck St
19	4264 CITY TERRACE DR LOS ANGELES CA 90063	EB
20	1617 N EASTERN AVE LOS ANGELES CA 90063	SB
21	1681 N EASTERN AVE LOS ANGELES CA 90063	SB
22	4254 FLORAL DR LOS ANGELES CA 90063	On Eastern Ave Side SB
23	4258 HAMMEL ST LOS ANGELES CA 90063	On Eastern Ave Side SB
24	4253 E CESAR E CHAVEZ AVE LOS ANGELES CA 90063	On Eastern Ave Side SB
25	4254 MICHIGAN AVE LOS ANGELES CA 90063	On Eastern Ave Side SB
26	111 N EASTERN AVE LOS ANGELES CA 90022	SB
27	111 N EASTERN AVE LOS ANGELES CA 90022	On 1st St Side WB
28	3771 E 1ST ST LOS ANGELES CA 90063	WB
29	3701 E 1ST ST LOS ANGELES CA 90063	WB
30	3651 E 1ST ST LOS ANGELES CA 90063	WB
31	3613 E 1ST ST LOS ANGELES CA 90063	WB
32	3601 E 1ST ST LOS ANGELES CA 90063	WB
33	3591 E 1ST ST LOS ANGELES CA 90063	WB
34	3545 E 1ST ST LOS ANGELES CA 90063	WB
35	3545 E 1ST ST LOS ANGELES CA 90063	WB
36	3517 E 1ST ST LOS ANGELES CA 90063	WB
37	3748 E 3RD ST LOS ANGELES CA 90063	EB
38	443 S ROWAN AVE LOS ANGELES CA 90063	SB Just North of
39	700 S INDIANA ST LOS ANGELES CA 90023	On Hubbard St Side EB
40	705 S HERBERT AVE LOS ANGELES CA 90023	EB
41	3901 WHITTIER BLVD LOS ANGELES CA 90023	WB
42	706 S DITMAN AVE LOS ANGELES CA 90023	EB

43	4073 WHITTIER BLVD LOS ANGELES CA 90023	WB
44	4297 UNION PACIFIC AVE LOS ANGELES CA 90023	WB
45	1278 S HERBERT AVE LOS ANGELES CA 90023	WB
46	4228 UNION PACIFIC AVE LOS ANGELES CA 90023	EB
47	4300 UNION PACIFIC AVE LOS ANGELES CA 90023	EB
48	704 HARDING AVE LOS ANGELES CA 90022	On Hubbard St Side EB
49	4827 E 6TH ST LOS ANGELES CA 90022	On Ferris Side SB
50	4850 E 3RD ST LOS ANGELES CA 90022	EB
51	5350 E BEVERLY BLVD LOS ANGELES CA 90022	EB
52	5478 E BEVERLY BLVD LOS ANGELES CA 90022	EB
53	3225 CITY TERRACE DR LOS ANGELES CA 90063	WB
54	4264 CITY TERRACE DR LOS ANGELES CA 90063	EB
55	3254 BLANCHARD ST LOS ANGELES CA 90063	Miss on Google maps
56	3556 E 1ST ST LOS ANGELES CA 90063	WB
57	3579 E 1ST ST LOS ANGELES CA 90063	EB
58	3724 E 1ST ST LOS ANGELES CA 90063	WB
59	3724 E 1ST ST LOS ANGELES CA 90063	WB
60	3760 E 1ST ST LOS ANGELES CA 90063	WB
61	3260 MARENGO ST LOS ANGELES CA 90063	EB
62	4492 Whittier Blvd	EB
63	4530 Whittier Blvd	EB
64	4580 Whittier Blvd	EB
65	4588 Whittier Blvd	EB
66	4600 Whittier Blvd	EB
67	4634 Whittier Blvd	EB
68	4700 WHITTIER BLVD LOS ANGELES, CA 90022	EB
69	4712 WHITTIER BLVD LOS ANGELES, CA 90022	EB
70	4724 Whittier Blvd	EB
71	4752 Whittier Blvd	EB
72	4784 Whittier Blvd	EB
73	4500 Whittier Blvd	EB
74	4520 Whittier Blvd	EB
75	4552 Whittier Blvd	EB
76	4560 Whittier Blvd	EB
77	4740 Whittier Blvd	EB
78	4810 Whittier Blvd	EB
79	4900 Whittier Blvd	EB
80	4932 WHITTIER BLVD LOS ANGELES, CA 90022	EB
81	4982 Whittier Blvd	EB
82	910 FRASER AVE LOS ANGELES, CA 90022	NB Near Whittier Blvd
83	5112 Whittier Blvd	EB
84	909 S ATLANTIC BLVD LOS ANGELES, CA 90022	EB Whittier Blvd Side
85	4800 Whittier Blvd	EB
86	4838 Whittier Blvd	EB
87	4956 Whittier Blvd	EB
88	5030 Whittier Blvd	EB
89	5060 Whittier Blvd	EB
90	5076 Whittier Blvd	EB
91	4465 WHITTIER BLVD LOS ANGELES, CA 90022	WB
92	5136 Whittier Blvd	EB
93	5160 Whittier Blvd	EB
94	5191 WHITTIER BLVD LOS ANGELES, CA 90022	WB

95	5117 WHITTIER BLVD LOS ANGELES, CA 90022	WB
96	5041 Whittier Blvd	WB
97	5017 Whittier Blvd	WB
98	4975 Whittier Blvd	WB
99	4953 Whittier Blvd	WB
100	5105 WHITTIER BLVD LOS ANGELES, CA 90022	WB
101	5055 Whittier Blvd	WB
102	4831 WHITTIER BLVD LOS ANGELES, CA 90022	WB
103	4781 WHITTIER BLVD LOS ANGELES, CA 90022	WB
104	4701 WHITTIER BLVD LOS ANGELES, CA 90022	WB
105	4633 WHITTIER BLVD LOS ANGELES, CA 90022	WB
106	4585 WHITTIER BLVD LOS ANGELES, CA 90022	WB
107	4563 WHITTIER BLVD LOS ANGELES, CA 90022	WB
108	4517 WHITTIER BLVD, LOS ANGELES CA 90022	WB
109	4933 WHITTIER BLVD LOS ANGELES, CA 90022	WB
110	4901 WHITTIER BLVD LOS ANGELES, CA 90022	WB
111	4831 WHITTIER BLVD LOS ANGELES CA, 90022	WB
112	4801 WHITTIER BLVD LOS ANGELES, CA 90022	WB
113	4775 WHITTIER BLVD LOS ANGELES, CA 90022	WB
114	4751 WHITTIER BLVD LOS ANGELES, CA 90022	WB
115	4729 WHITTIER BLVD LOS ANGELES, CA 90022	WB
116	4601 WHITTIER BLVD LOS ANGELES, CA 90022	WB
117	4555 WHITTIER BLVD LOS ANGELES, CA 90022	WB
118	4531 WHITTIER BLVD LOS ANGELES, CA 90022	WB
119	4501 WHITTIER BLVD LOS ANGELES, CA 90022	WB
120	4491 WHITTIER BLVD LOS ANGELES, CA 90022	WB
121	4465 WHITTIER BLVD LOS ANGELES, CA 90022	WB
122	5228 Whittier Blvd	EB
123	3822 WHITESIDE ST LOS ANGELES, CA 90022	NB on Herbert Av
124	3945 CITY TERRACE DRIVE LOS ANGELES, CA 90022	WB
125	3828 CITY TERRACE DRIVE LOS ANGELES, CA 90063	WB
126	1368 N HERBERT AVE LOS ANGELES, CA 90063	EB on City Terrace Dr
127	3575 CITY TERRACE DRIVE LOS ANGELES, CA 90063	WB
128	3575 CITY TERRACE DRIVE LOS ANGELES, CA 90063	EB
129	3760 E 1ST ST LOS ANGELES, CA 90063	EB
130	5018 WHITTIER BLVD LOS ANGELES, CA 90022	EB
131	3853 CITY TERRACE DR LOS ANGELES, CA 90063	WB
132	4003 CITY TERRACE DRIVE LOS ANGELES, CA 90022	WB
133	4018 CITY TERRACE DRIVE LOS ANGELES, CA 90063	NB on Hazard Av
134	4018 CITY TERRACE DRIVE LOS ANGELES, CA 90063	NB on City Terrace Dr
135	3574 E 1ST ST LOS ANGELES, CA 90063	EB
136	3820 CITY TERRACE DRIVE LOS ANGELES, CA 90063	WB
137	3723 E 1ST ST LOS ANGELES, CA 90063	WB
138	3565 E 1ST ST LOS ANGELES, CA 90063	WB
139	3260 MARENGO ST LOS ANGELES, CA 90022	WB west from address across St near County Line
140	4191 UNION PACIFIC AVE LOS ANGELES, CA 90023	SB on Herbert Av
141	1272 S GAGE AVE LOS ANGELES, CA 90023	NB
142	5330 WHITTIER BLVD LOS ANGELES, CA 90022	EB
143	5390 WHITTIER BLVD LOS ANGELES, CA 90022	EB
144	5440 WHITTIER BLVD COMMERCE, CA 90022	EB
145	5650 WHITTIER BLVD LOS ANGELES, CA 90022	EB

146	5756 WHITTIER BLVD COMMERCE, CA 90022	EB
147	6210 WHITTIER BLVD LOS ANGELES, CA 90022	EB
148	5633 WHITTIER BLVD LOS ANGELES, CA 90022	WB
149	5301 WHITTIER BLVD LOS ANGELES, CA 90022	WB
150	5458 WHITTIER BLVD COMMERCE, CA 90022	EB
151	5440 WHITTIER BLVD LOS ANGELES, CA 90022	EB
152	5600 WHITTIER BLVD COMMERCE, CA 90022	EB
153	5920 WHITTIER BLVD LOS ANGELES, CA 90022	EB
154	6000 WHITTIER BLVD COMMERCE, CA 90022	EB
155	6058 WHITTIER BLVD LOS ANGELES, CA 90022	EB
156	764 HAY AVE LOS ANGELES, CA 90022	WB on Whittier Blvd
157	6033 WHITTIER BLVD LOS ANGELES, CA 90022	WB
158	5901 WHITTIER BLVD LOS ANGELES, CA 90022	WB
159	5601 WHITTIER BLVD LOS ANGELES, CA 90022	WB
160	5427 WHITTIER BLVD LOS ANGELES, CA 90022	WB

EB	East Bound
WB	West Bound
NB	North Bound
SB	South Bound

16.C.3 Locations of Public Receptacles – Mesa Heights

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT
PUBLIC CURBSIDE RECEPTACLES

ON STREET	CROSS STREET	DIRECTION	SIDE	CORNER
SLAUSON AV	CORNING AVE	EB	NS	S/W CORNER
SLAUSON AV	SHENANDOAH AVE	EB	FS	S/E CORNER
SLAUSON AV	CORNING AVE	WB	FS	N/E CORNER
SLAUSON AV	LA TIJERA BLVD	EB	FS	S/E CORNER
SLAUSON AV	LA TIJERA BLVD	WB	FS	N/W CORNER
SLAUSON AV	KINGS RD	EB	NS	S/W CORNER

SLAUSON AV	OVERHILL DR	EB	NS	S/E past Overhill Dr. ¼
SLAUSON AV	OVERHILL DR	EB	NS	S/E past Overhill Dr. 2/4
SLAUSON AV	OVERHILL DR	EB	NS	S/E past Overhill Dr. ¾
SLAUSON AV	OVERHILL DR	EB	NS	S/E past Overhill Dr. 4/4
SLAUSON AV	BUCKLER AVE	EB	NS	S/W Corner

NB NORTH BOUND
SB SOUTH BOUND
EB EAST BOUND
WB WEST BOUND
NS NEAR SIDE
FS FAR SIDE

Item 16.C.6 - Tonnages *

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2019			Annual Clean-Up Tonnage in 2019	Abandoned Waste Tonnage in 2019
	Refuse **	Recyclables	Green Waste		
Belvedere	58,912	3,496	4,932	448	268

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2020			Annual Clean-Up Tonnage in 2020	Abandoned Waste Tonnage in 2020
	Refuse **	Recyclables	Green Waste		
Belvedere	67,063	1,511	4,966	0	1,195

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2021			Annual Clean-Up Tonnage in 2021	Abandoned Waste Tonnage in 2021
	Refuse **	Recyclables	Green Waste		
Belvedere	65,603	1,644	3,997	368	1,120

* The information contained in this table was reported by the current waste hauler. However, the proposer is still responsible for independently investigating service conditions in these areas.

Item 16.C.6 - Tonnages *

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2019			Annual Clean-Up Tonnage in 2019	Abandoned Waste Tonnage in 2019
	Refuse **	Recyclables	Green Waste		
Mesa Heights	11,812	1,498	3,020	7	1

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2020			Annual Clean-Up Tonnage in 2020	Abandoned Waste Tonnage in 2020
	Refuse **	Recyclables	Green Waste		
Mesa Heights	9,610	776	2,483	0	5

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2021			Annual Clean-Up Tonnage in 2021	Abandoned Waste Tonnage in 2021
	Refuse **	Recyclables	Green Waste		
Mesa Heights	8,395	1,043	2,544	14	6

* The information contained in this table was reported by the current waste hauler. However, the proposer is still responsible for independently investigating service conditions in these areas.

Item 16.C.8 Parcels

ASSESSOR PARCELS AND REFUSE UNITS
BELVEDERE GARBAGE DISPOSAL DISTRICT
FISCAL YEAR 2022-23

Parcel Use	No. of Parcels*	Total Refuse Unit**
Single Family	8,876	8876.0
Vacant Residential Land	491	245.5
2 Units	4,482	8964.0
3 Units	1,624	4872.0
4 Units	597	2388.0
5 or More Units	452	3503.0
Modular/Manufactured Homes, Rooming Houses, Mobile Home Parks	1	1.0
Commercial	1,521	5265.0
Industrial	343	1234.0
Vacant Commercial & Industrial	204	161.5
Recreational	14	65.0
Churches/Schools/Others	117	203.5
Excluded (Government & Utilities)		
TOTAL* **	**18,722**	**35,779**

* Data based on Assessor's Use Code summary.
** Based on the Assessor's Land Use Code.
*** Refuse Unit Total is approximate, see PW-2 for final number

Item 16.C.8 Parcels

ASSESSOR PARCELS AND REFUSE UNITS
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT
FISCAL YEAR 2022-23

Parcel Use	No. of Parcels*	Total Refuse Unit**
Single Family	5,828	5828.0
Vacant Residential Land	62	31.0
2 Units	174	348.0
3 Units	177	531.0
4 Units	31	124.0
5 or More Units	61	859.0
Modular/Manufactured Homes, Rooming Houses, Mobile Home Parks	0	0.0
Commercial	115	483.0
Industrial	2	8.0
Vacant Commercial & Industrial	23	23.0
Recreational	0	0.0
Churches/Schools/Others	26	55.5
Excluded (Government & Utilities)		
TOTAL* **	**6,499**	**8,291**

* Data based on Assessor's Use Code summary.
** Based on the Assessor's Land Use Code.
*** Refuse Unit Total is approximate, see PW-2 for final number

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

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 wit 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 Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 3:00 p.m. or on the next collection day if you call after 3:00 p.m.

How Much We Will Charge. We will charge all our customers the rates shown on the Rate Sheet for standard services and any additional requested services.

Where We Will Pick Up. On your scheduled collection day, except if you have roll-out service, you must place your carts at the agreed set-out site with carts facing the street and18 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 wit 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 2 passenger car or pickup truck tires, and certain electronic devices free of charge. We will collect construction and demolition debris only if they are in up to two bags, containers, or bundles each weighing 70 pounds. Notification containing details of the Annual Clean-Up Event will be sent to customers at least two weeks in advance.

Holiday Tree Pickups. We will collect your holiday trees (such as Christmas trees and Hanukkah bushes) placed at the curb on your 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.

SAMPLE

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. Leo este panfleto acerca de nuestros servicios y acerca de la nueva ley del estado sobre el reciclaje obligatorio.

REPUBLIC SERVICES
12949 Telegraph Rd.
Santa Fe Springs, CA 90670

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.

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

Recycling Services

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

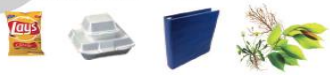
What Items Are Recyclable?

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 carbón*
- 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 cúbicas

OR

96-gallon carts when space is tight
carritos de 96 galones cuando el espacio es limitado

If you have any questions please contact:
Si usted tiene alguna pregunta, por favor comuníquese:

800-299-4898

residential & multi-family dwellings

Sample

Item 16.D.4.c – Commercial Service Brochure

SERVICES INCLUDED

All commercial properties in the Garbage Disposal District are entitled to the weekly services below. Contact your waste hauler for any questions.

WASTE COLLECTION
Collection of trash, green waste and recyclables each week on a regular collection day(s).

TRASH CARTS OR DUMPSTERS
Dumpsters or sets of plastic carts, in appropriate sizes and quantities, are provided based on property land use codes.

BULKY ITEM PICK-UP
Bulky items (i.e., refrigerators, couches, etc.) generated onsite and set curbside.

ELECTRONICS COLLECTION
Old electronics (i.e., computers, monitors, copiers) set curbside.

CONSTRUCTION DEBRIS
Up to 60 pounds of construction and demolition debris generated onsite and set curbside.

PUBLIC RECEPTACLES
Routine collection of discards in curbside public receptacles twice a day, six days a week.

SIDEWALKS, PARKWAYS, & ALLEYS
Routine removal of abandoned waste and sweeping of alleys.

OTHER SERVICES
Include mulch and compost giveaways, electronics and clothing drop-off events, collection of holiday trees following Christmas, and biannual site visit to review waste disposal practices.

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:

(888) CleanLA or CleanLA.com

County of Los Angeles
Department of Public Works
Environmental Programs Division
900 S. Fremont Ave.
Alhambra, CA 91803

wwwCleanLA.com
@CleanLA

PUBLIC WORKS

Enrich lives through effective and caring service

A Guide to Trash Service for your Business

Garbage Disposal Districts

Garbage Disposal Districts

The Garbage Disposal District is an area within the unincorporated County of Los Angeles where an allocated level of trash, recycling, and green waste collection and other services are provided to residents and businesses by a private waste hauler who contracts with the County of Los Angeles.

The Department of Public Works, Environmental Programs Division oversees the contract.

All property owners in a GDD are enrolled for services and assessed on their annual property tax bill.

The level service and the amount charged is based on the land use codes assigned to the property by the County of Los Angeles Office of the Assessor. See the table for a list of property types and the allocated trash service.

Any extras beyond the allocated service is arranged with and paid to the waste hauler.

Container Sizes

Businesses may use metal dumpsters, often 2 or 3 cubic yards in capacity, or sets of 96-gallon carts in equivalent capacity (limited to available sizes).

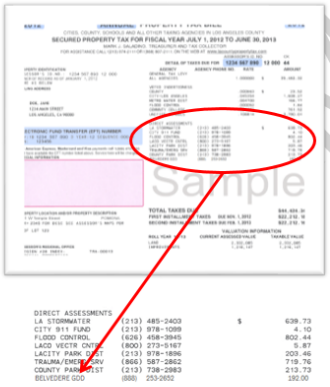
Frequency

Businesses receive collection service once per week except:

- Properties with 2.5 cubic yards or more of service are entitled to receive collection service twice a week.
- Properties classified by the Assessor as Commercial food establishments are entitled to daily collection service of waste, excluding Sundays and holidays.

Multiple Businesses on 1 Property

If there are multiple businesses on one property, the specific business type may be different from the assigned property land use code (i.e. a restaurant in a shopping center) and the property owner/ property management company should contact Public Works to verify the allocated level of trash service.



FREQUENTLY ASKED QUESTIONS

What is the current service rate?
Since 2007, charges for waste collection services in the Garbage Disposal Districts have remained constant. Please refer to your annual tax bill for the amount.

How were service levels determined?
Service levels assigned to parcels are based on the type of land use, according to the Office of the Assessor's data. They are based on the classification of a particular property (e.g., restaurant, store, or shopping center).

Can I use another hauler?
Yes, you are not required to use collection services provided through the district. However, no refunds are available for the charges collected on the property tax bill for the property owner's choice of haulers or non-use of the allocated GDD services.

Can my restaurant get daily service?
Yes, but if the property's land use code by the Office of the Assessor is not listed as a restaurant, you are not paying for daily service on the taxes and therefore it is considered an additional service.

My business is in the GDD. Can I get trash service for free?
Maybe. The GDD trash service is provided to all property owners, not all business owners. You must speak to the property owner. Also, basic trash service is determined by land use codes, not what business is operating and there may be discrepancies.

Can I get more trash service?
Sure, but there will be a service charge for additional service (larger capacity or increased frequency) beyond the allocated service assessment paid for on the property tax bill. Please refer to the allocation table of services.

Land Use	Cubic Yards
Duplex, double or two units	1
Three residential units (any combination)	1.5
Four residential units (any combination)	2
Five or more residential units (per unit)	0.5
Modular homes	0.5
Rooming houses	0.5
Mobile home parks	2.5
Animal kennels	2.5
Auditoriums, stadiums & amphitheaters	2.5
Auto serv. shops (body & fender garage)	1.5
Banks, savings and loan	1
Bowling alleys	2.5
Car wash	1.5
Cemeteries and mausoleums	1.5
Church parking lots	0.25
Churches	0.5
Clubs, lodge halls & fraternal org.	2.5
Food processing plants	3
Gymnasiums and health spas	0.5
Heavy manufacturing	1
Homes for the aged and others	1.5
Hospitals	2.5
Hotels—50 rooms and over	2.5
Light manufacturing	2
Lumberyards	1
Markets, less than 6,000 square feet	1
Mineral processing	1
Miscellaneous commercial	1
Miscellaneous industrial	1
Mortuaries, funeral homes	5
Motel/hotel and apartment combinations	3.5
Motels—5 units and over	2.5
Motion picture, radio and TV industries	1
Nurseries or greenhouses	5
Office buildings	2.5
Open storage	1
Parking lots (commercial use properties)	0.5
Parking lots (industrial use properties)	0.5
Petroleum and gas	0.5
Private schools	1.5
Professional buildings	2.5
Restaurants	3
Sales recreation equipment	1.5
Service shops/laundries/radio & TV repair	1.5
Service stations, full-service	1.5
Service stations, self-service	1
Shopping centers (neighborhood & community)	9
Shopping centers (regional)	9
Store	1.5
Store and office combinations	2
Store and residential combinations	2
Supermarkets	2
Theaters	1.5
Used car sales	1
Utility/pump plants/state assessed prop.	0.5
Vacant commercial establishments	0.5
Vacant commercial land	0.25
Vacant heavy manufacturing	0.5
Vacant industrial establishments	0.5
Vacant industrial land	0.25
Warehousing, distribution, -over 10,000 sq. ft.	2.5
Warehousing, distribution or storage	2
Wholesale and manufacturing outlets	1

SAMPLE

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

FORM C

MONTHLY
DISPOSAL QUANTITY REPORTING
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS
For Use by Solid Waste Enterprises/Recyclers/Waste Haulers

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. 1-800-320-1771
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.

DPW FORM C 05/2012

Page: _____ of _____

Item 16.E.2 – Form L

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

Waste Hauler Name*: _____ Contract Type*: _____ Reporting Period*: _____

Waste Hauler Address: _____ Residential Franchise Area / Garbage Disposal District Name: _____ Contact Person: _____

_____ Phone No.: _____

Site Address			Date of Call* (MM/DD/YYYY)	Time of Call* (HH:MM)	Customer Information			Nature of Call[1] (Use Codes Listed Below)	Issue/Complaint*	Call Taken By*	Date of Resolution* (MM/DD/YYYY)	Resolution/Action Taken*
Street Number*	Street Address*	Zip Code[C]			Account Number*	Customer Name*	Phone Number					

* : Required field
C : Required field for Commercial Trash Collection Franchise Waste Haulers only.
1 : Required fields - Use Codes for Nature of Call: A - Billing Inquiries and Disputes, B - Complaints, C - Property Damage, D - E-Waste Removal Request, E - General Info, F - Bulky Items Removal Request, G - Collections, Missed Collections, and Related Issues, H - Container Related, I - Message From Driver/Supervisor, J - Service Cancellation/Termination Issues

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: _____

Reporting Period (Month / Year): _____

Facility Address: _____

_____

Phone No.: (_____) _____

Signature: _____

GDD or Residential Franchise Area	Trash/Bulky Items (Tons)			E-Waste (Tons)			Tires (Tons)			Grand Total Disposed	Grand Total Diverted	Grand Total Collected	Public Receptacles (Total Tons Collected)	Mattresses (Total Quantities Collected)
	Disposed	Diverted	Total Collected	Disposed	Diverted	Total Collected	Disposed	Diverted	Total Collected					
Total														
Facility Materials Taken To:														
Disposed														
Diversion														

DPW Form T 12/2015

Page: _____ of _____

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

, Under the "Type of Material Collected" column, dropdown options with slashes indicate that materials were collected in separate loads.

EXHIBIT 17 – Contractor Documentation

All documentation listed below is to be attached to CONTRACT as Exhibit 17. Use of Director provided templates is required where applicable.

A. Notice to Director Required

1. CONTRACTOR's Permit and Permit Application

Include all Permits required by County Code (such as a waste collector Permit from County Department of Public Health) or other Applicable Law. Including Green Waste Quarantine Zone Agreement with CDFA.

2. No Longer Used

3. Container Specifications

Include Container capacity options, color, manufacturer's orders and invoices, label content and placement (item D of Exhibit 3A1).

4. Vehicle Specifications

Include vehicle identification number, model, make, year, purchase order (if applicable) and fuel type.

5. Subcontractors

Include Subcontractors' names, the amount of Goods or Services less than $50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests; but excluding Director-approved Subcontractors (Part 9M of Exhibit 5).

6. Office Address

See Section 6A and Section 6B1, Contractor Office Hours.

B. Director Consent Required

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

Include any Green Waste exclusions.

2. Waiver of Liability

Include form of any waiver of liability (Section 4B1) and form of any Indemnification (Part 4 of Exhibit 5)

3. **Terms and Conditions Summary (item L1 of Exhibit 3A1)**

4. **Unpermitted Waste Screening Protocol (Section 13)**

5. **Acknowledgment**

   Receipt of fact sheets relating to form of Nonemployee Injury Report (Part 4B6 of Exhibit 5) and Safely Surrendered Baby Law (Part 12B2 of Exhibit 5).

6. **Insurance and Performance Assurance (Part 4 of Exhibit 5 and Section 15)**

7. **Internal Revenue Service Notice 1015 (Part 12B1 of Exhibit 5)**

8. **CONTRACTOR's EEO Certification (Part 12D3 of Exhibit 5)**

9. **No longer used**

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

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

12. **No longer used**

13. **Director-Approved Subcontractors**

    Include Subcontractors' names, the amount of Goods or Services more than $50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests (Part 9M of Exhibit 5).

14. **Backup Service Plan (Section 11C)**

15. **Key Personnel (Section 4J)**

    With contact information (name, address, Office and mobile phone numbers, e-mail address)

    a. ALL CONTRACTOR MANAGERS (see definition of "Contractor Manager" in Attachment 5-10A)

    b. AUTHORIZED REPRESENTATIVE OF CONTRACTOR (Part 9H of Exhibit 5)

    c. SERVICES SAFETY OFFICIAL (Part 12E1 of Exhibit 5)

16. **Route Maps**

    Route maps are to indicate all starting and ending points.

17. Solid Waste Facilities

Designated by CONTRACTOR (item F of Exhibit 3A1) prior to the start of the CONTRACT and notify Director prior to any change of facility or Notify Director within CONTRACTOR being notified by the facility of a change in the rate at a facility, 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;
- Reasons for changing the facility designation in the future;
- Rate charged per ton of waste, and
- Ultimate destination of Refuse and Green Waste when there is an initial facility, such as a transfer station.

CONTRACTOR is to put the rate that facilities will charge per ton for Disposal and Diversion at the start of the CONTRACT on Form PW-2.1-2.2 and update the facility list and rates as they change.

CONTRACTOR may designate a new facility that has higher fees than the prior facility, but it may not pass increased costs to its Customers or the COUNTY by increasing the Service Fee. The Service Fee will not be adjusted to compensate CONTRACTOR if costs at the new facility are greater than those at the prior facility. Item E of Exhibit 7 is not applicable.

18. Additional CONTRACTOR Commitments

Those made in its proposal for procurement of this CONTRACT (item M of Exhibit 3A1).

19. Transition Roll-Out Plan (item K of Exhibit 3A1)

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

CONTRACTOR must explain to Director:

- Why CONTRACTOR proposes changes Service Specifications for an address on Director's difficult-to-service list under Item O of Exhibit 3A1, and
- What changes CONTRACTOR will make for alternative Collection, such as different Collection Vehicle or manual Collection.

21. Movement of Green Waste

CONTRACTOR shall comply with all Applicable Laws regarding transportation of Green Waste, including the California Department of Food and Agriculture's (CDFA's) regulations that quarantine certain types of Green Waste and restrict its movement. See the following website for more information: (https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html).

CONTRACTOR shall give Director a copy of either of the following:

- Application to CDFA for the agreement
- The completed CDFA agreement

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