



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

January 30, 2020

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

NOTICE OF INVITATION FOR BIDS FOR ATHENS/WOODCREST/OLIVITA, FIRESTONE, AND WALNUT PARK GARBAGE DISPOSAL DISTRICTS (BRC0000125)

PLEASE TAKE NOTICE that Public Works requests bid submissions for contracts for the Athens/Woodcrest/Olivita, Firestone, and Walnut Park Garbage Disposal Districts (BRC0000125). Public Works will award up to a total of three contracts, one for each Garbage Disposal District. Each area will be evaluated and awarded separately. Each of these contracts have been designed to have a potential maximum contract term of 11 years, consisting of an initial 7-year term and two potential additional 2-year option renewals. The total estimated annual contract amount for each Garbage Disposal District contract area is shown in the chart below. 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.

Garbage Disposal District	Estimated Annual Amount
Athens/Woodcrest/Olivita	\$3.6 Million
Firestone	\$7.9 Million
Walnut Park	\$1.3 Million

Note: Public Works will award a total of three contracts, one for each Garbage Disposal District. Bidders may submit bids for any combination of the three 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>.

Public Works' "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>.

Each area will be awarded and evaluated independently.

Minimum Mandatory Requirements: At the time of bid submission, bidders must meet all minimum requirements set forth in the IFB document 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.
2. The bidder, or subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector Permit naming the bidder as the permittee or a copy of the application for a Waste Collector Permit naming the bidder, or 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-19, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.

3. The bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.15., of the Bid Guaranty. This information must be identified in the bid and must be included in Form PW-19, 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, 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, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

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

A bidders' conference will be held on **Thursday, February 20, 2020, at 9 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. **ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject bids from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the bidders' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their bid. After the conference, bidders must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit bids is Monday, March 2, 2020 at 5:30p.m. Please direct your questions to Messrs. Pang or Medina.

Follow us on Twitter:

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



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
Director of Public Works


SHARI AFSHARI
Deputy Director

DP

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Enc.

LOS ANGELES COUNTY

PUBLIC WORKS

INVITATION FOR BIDS

FOR

ATHENS/WOODCREST/OLIVITA, FIRESTONE, AND
WALNUT PARK GARBAGE DISPOSAL DISTRICTS
(BRC0000125)



Public Works

LOS ANGELES COUNTY

Approved Jan 30th, 2020
MARK PESTRELLA
Director of Public Works

By: _____

Deputy Director

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

TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Bidders' Conference
- B. Minimum Mandatory Requirements
- C. Contract Analyst
- D. Child Support Compliance Program
- E. District Rights and Responsibilities
- F. Defaulted Property Tax and Reduction Program
- G. GAIN and GROW Programs
- H. Indemnification and Insurance
- I. Injury and Illness Prevention Program
- J. Interpretation of Invitation for Bids
- K. Jury Service Program
- L. County's Preference Programs
- M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
- N. Prompt Payment Program
- O. Bidder's Charitable Contributions Compliance
- P. Bid Requirements and Contract Specifications
- Q. Security and Background Investigations
- R. Vendor Registration
- S. Time Off for Voting
- T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization
- U. Bidder's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking
- V. Method of Payment and Required Information
- W. Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices
- X. Community Business Enterprise Participation

SECTION 2 – BID PREPARATION AND SUBMISSION

- A. Bid Format and Content Requirements
- B. Bid Submission

SECTION 3 – GENERAL CONDITIONS OF INVITATION FOR BIDS

- A. Acceptance or Rejection of Bids
- B. Altering Solicitation Document
- C. County/District Responsibility
- D. Determination of Bidder Responsibility
- E. Disqualification of Bidders
- F. Gratuities
- G. Knowledge of Work to be Done
- H. Notice to Bidders Regarding the Public Records Act
- I. Notice to Bidders Regarding the County Lobbyist Ordinance
- J. Opening of Bids
- K. Bidder Debarment
- L. Bid Prices and Agreement of Figures
- M. Bidder's Safety Record
- N. Qualifications of Bidder
- O. Qualifications of Subcontractors
- P. Safely Surrendered Baby Law
- Q. Term of Bids
- R. Truth and Accuracy of Representations
- S. Wages, Materials, and Other Costs
- T. Consultant Independent
- U. Conflict of Interest
- V. Acceptance of Terms and Conditions
- W. Contractors with Unresolved Disallowed Costs

SECTION 4 – EVALUATION OF BIDS, AWARD, AND EXECUTION OF CONTRACT

- A. Award of Contract
- B. Final Contract Award by Board
- C. Evaluation of Bids
- D. Pass/Fail Review
- E. Lowest Bid Determination
- F. Negotiation

SECTION 5 – PROTEST POLICY

- A. Protest Policy Review Process
- B. Department Level Reviews
- C. Solicitation Requirements Review
- D. Place to Submit Requests for Review
- E. Disqualification Review
- F. Debriefing Process
- G. Proposed Contractor Selection Review Process
- H. County Independent Review

FORMS

PW-1	Verification of Bid
PW-2.1	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Athens/Woodcrest/Olivita
PW-2.2	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Firestone
PW-2.3	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Walnut Park
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Bidder's Reference List
PW-7	Bidder's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an IFB Solicitation Requirements Review
PW-12	Charitable Contributions Certification
PW-13	Bidder's List of Terminated Contracts
PW-14	Bidder's Pending Litigations and Judgments
PW-15	Bidder's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Bidder's Compliance with the Minimum Requirements of the IFB
PW-20	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person for Submission of Audited/Reviewed Financials with Bid
PW-21	Delivery of Audited/Reviewed Financials to County
PW-22	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Bid
PW-23.1	Bidder's Compliance with Updated Collection Schedules Affirmation – Athens/Woodcrest/Olivita Garbage Disposal District
PW-23.2	Bidder's Compliance with Updated Collection Schedules Affirmation – Firestone Garbage Disposal District
PW-23.3	Bidder's Compliance with Updated Collection Schedules Affirmation – Walnut Park Garbage Disposal District
PW-24.1	Equipment Specification/Productivity Assumptions for the Athens/Woodcrest/Olivita Garbage Disposal District
PW-24.2	Equipment Specification/Productivity Assumptions for the Firestone Garbage Disposal District

PW-24.3 Equipment Specification/Productivity Assumptions for the Walnut Park
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

PART II

SAMPLE AGREEMENT FOR ATHENS/WOODCREST/OLIVITA, FIRESTONE, AND
WALNUT PARK GARBAGE DISPOSAL DISTRICTS (BRC0000125)

EXHIBITS

- | | |
|---------------|---|
| Exhibit 3.A.1 | Task 1 Services |
| Exhibit 3.A.2 | Task 2 Services |
| Exhibit 3.A.3 | Additional Services |
| Exhibit 3D | Contractor Documentation |
| Exhibit 5 | Additional Contract Language |
| | Part 1 – Part no longer used |
| | Part 2 – Part no longer used |
| | Part 3 – General Contract Requirements |
| | Part 4 – Indemnification and Insurance |
| | Part 5 – Part no longer used |
| | Part 6 – Debarment Breaches and Defaults; Suspension; Termination |
| | Part 7 – Part no longer used |
| | Part 8 – Transfer of Contract |
| | Part 9 – General Provisions |
| | Part 10 – Definitions and Interpretation of Contract |
| | Part 11 – Compliance with Laws and Regulations |
| | Part 12 – Labor-Related Provisions Required in County Contracts |
| Exhibit 7 | Contract Services – Adjustment of Service Fees |
| Exhibit 12 | Liquidated Damages |
| Exhibit 16 | Contract Service Area Information |

PART I

INVITATION FOR BIDS

SECTION 1

INTRODUCTION

A. Bidders' Conference

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

B. Minimum Mandatory Requirements

Interested and qualified Bidders who can demonstrate their ability to successfully provide the required services outlined in Part II, 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 three 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.
2. The bidder, or subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector Permit naming the Bidder as the permittee or a copy of the application for a Waste Collector Permit naming the Bidder, or 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-19, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.

3. The bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.15., of the Bid Guaranty. This information must be identified in the bid and must be included in Form PW-19, 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:
 - 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, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.
 - 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, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

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 Analyst named in the Notice of IFB

Athens/Firestone/Walnut Park GDD
(BRC0000125)

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. District Rights and Responsibilities

The District has the right to amend this IFB by written addendum prior to the Bid submission deadline. The District 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 District. The District 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 Contractors 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-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202). Bids that fail
Athens/Firestone/Walnut Park GDD

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-10, GAIN and GROW Employment Commitment.

H. Indemnification and Insurance

The successful Contractor 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 Contractor 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 Contract, Exhibit 5, Part 10, Definitions and 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 5, Additional Contract Language, Part 3.H, Compliance with County's Jury Service Program.

The Jury Service Program applies to both Contractors and their Subcontractors, if any. 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 the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective

bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

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

1. Local Small Business Enterprise (LSBE) Preference Program

- a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and
- b. 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.
- c. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- d. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE

Athens/Firestone/Walnut Park GDD

Firm/Organization Information Form and submit a letter of certification from the DCBA with their Bid.

- e. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

2. Social Enterprise (SE) Preference Program

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

3. Disabled Veteran Business Enterprise (DVBE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - i. A business which is certified by the State of California as a DVBE; or

- ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
- iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their 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 Proposing/Bidding Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Form PW-1, Verification of Bid. The proposed Contract will only be awarded to the entity that

submitted the Bid. Any acquisitions and merger will be handled pursuant to Part II, Exhibit 5, Additional Contract Language, Part 8, Transfer of Contract, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

N. Prompt Payment Program

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

O. 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-12. A completed Form PW-12 is a required part of any agreement with the County.

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

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

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

P. 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 Contract; 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, e-mail 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-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.00, 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 District 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, Employment Discrimination: Conviction History Section 12952.

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

X. Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All 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 Consumer and Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: CBESBE@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.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.
14. 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 District'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 by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. 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 Part II, Sample Contract.
- 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, 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 proposals, District may request evidence that Proposer 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-24.1 - 24.3).

Bidder must list all equipment on Form PW-24, 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 Part II, 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 District.

8. Subcontractors

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

9. Financial Resources

A Bidder may complete Form PW-21 (Delivery of Audited/Reviewed Financials to County) and Form PW-22 (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.

10. Licenses and Certifications/Permits

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.

11. Insurance

Submit completed and signed Form PW-15, Bidder's Insurance Compliance Affirmation, acknowledging that the Bidder will comply with all provisions set forth in Part II, Scope of Work, Exhibit 5, Part 4, Indemnification and Insurance Requirements, of this Invitation for Bids if awarded the Contract. In Form PW-15, 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.

12. Forms List

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

PW-1	Verification of Bid
PW-2.1	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Athens/Woodcrest/Olivita
PW-2.2	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees – Firestone
PW-2.3	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Walnut Park
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Bidder's Reference List
PW-7	Bidder's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an IFB Solicitation Requirements Review (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	Charitable Contributions Certification
PW-13	Bidder's List of Terminated Contracts
PW-14	Bidder's Pending Litigations and Judgments
PW-15	Bidder's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Bidder's Compliance with the Minimum Requirements of the IFB
PW-20	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person for Submission of Audited/Reviewed Financials with Bid
PW-21	Delivery of Audited/Reviewed Financials to County
PW-22	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Bid
PW-23.1	Bidder's Compliance with Updated Collection Schedules Affirmation - Athens/Woodcrest/Olivita Garbage Disposal District
PW-23.2	Bidder's Compliance with Updated Collection Schedules Affirmation - Firestone Garbage Disposal District
PW-23.3	Bidder's Compliance with Updated Collection Schedules Affirmation - Walnut Park Garbage Disposal District
PW-24.1	Equipment Specification/Productivity Assumptions for the Athens/Woodcrest/Olivita Garbage Disposal District
PW-24.2	Equipment Specification/Productivity Assumptions for the Firestone Garbage Disposal District

PW-24.3 Equipment Specification/Productivity Assumptions for the Walnut Park 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 District.)

13. 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 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 Bidder's Equal Employment Opportunity Certification
- PW-9 Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
- PW-10 GAIN and GROW Employment Commitment
- PW-12 Charitable Contributions Certification
- PW-18 Compliance with Fair Chance Employment Hiring Practices Certification

14. 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, 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-22, 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.

15. 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

1. Bids shall be submitted with **four** complete sets of the Bid that includes all related information in the following formats:
 - Paper: One original and one copy.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy - Bidder shall redact any trade secret, confidential, proprietary, or other personal information from the Bid such as Social Security numbers.

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

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

2. Submit Bids to the Los Angeles County Public Works 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.
3. 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.
4. 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/District Responsibility

The County and District 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 and District'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 of Supervisors 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 of Supervisors. The final decision concerning the responsibility of the Bidder will reside with the Board of Supervisors.
6. These terms shall also apply to any proposed Subcontractors of Bidder on District, County, and Special District Contracts.

E. Disqualification of Bidders

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 District or 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 District'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 District or 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 District or County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the District/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 and/or District 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 District for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-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 and/or District 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 and/or District 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 and District from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Bidders Regarding the County Lobbyist Ordinance

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

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the 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. Safely Surrendered Baby Law

The Bidder shall notify and provide to its employees, and shall require each Subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment 7, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

Q. 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.

R. 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.

S. 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.

T. Consultant Independent

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

U. 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.

V. 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.

W. 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.

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 District intends to award a Contract to the lowest, responsive, and responsible Bidder based on the evaluation criteria in Part I, Section 4.C, Evaluation of Bids, Section 4.D, Pass/Fail Review, and Section 4.E, Lowest Bid Determination, whose Bid provides the most beneficial program and price, with all other factors considered. The County retains the right to select a Bidder other than the lowest Bidder, if District determines, in its sole discretion, another Bidder is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the District. 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 and District. Upon receipt of the Bid as specified and evaluation of those 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, 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 Bidders.
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. Bidder is signed in as attending the Bidders' Conference.
2. Bid was time stamped by the Cashier prior to the deadline for submission of the Bid. Any Bid without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
3. 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 and signed Form PW-19, Bidder's Compliance with the Minimum Requirements of the IFB.
4. Bidder submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
5. Bidder and Subcontractors, if any, have completed and signed all appropriate forms.
6. The County will not allow any Bidder's exceptions, additions, conditions, limitations, modifications or provisions to the IFB and Contract.

E. Lowest Bid Determination

The bids should accurately reflect the Bidder's cost of providing the required products and services and any profit expected during the Contract term. Prior to determining the lowest, responsive, and responsible Bidder from among those submitting Bids not rejected, the Bids 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-9, Request for County's Preference Programs Consideration and CBE Firm/Organization Information Form, the Bid amounts will be adjusted prior to determination of lowest Bid as follows: 15 percent of the lowest Bid will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the Bids 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 Programs 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 (Athens/Woodcrest/Olivita), Form PW-2.2 Schedule of Prices (Firestone), or Form PW-2.3 Schedule of Prices (Walnut Park).

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

B. Department Level Reviews

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

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

C. Solicitation Requirements Review

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

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

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a 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 person or entity; 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 Disqualification Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
6. The Solicitation Requirements Review will be completed and Public Works' determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/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 is disqualified due to nonresponsiveness, Public Works shall notify the Bidder in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Bidder may submit a Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
 - b. The request for a Disqualification Review asserts that the determination of disqualification due to Bid nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

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

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

2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the 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, 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 Proposed Contractor Selection Review 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 Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review

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

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

TABLE OF FORMS

PW-1	Verification of Bid
PW-2.1	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Athens/Woodcrest/Olivita
PW-2.2	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Firestone
PW-2.3	Schedule of Prices: Task 1 Service Fees, Task 2 Service Fees, and Emergency Service Fees - Walnut Park
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application For Exception And Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Bidder's Reference List
PW-7	Bidder's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request For County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an IFB Solicitation Requirements Review (Submit only if requesting a review.)
PW-12	Charitable Contributions Certification
PW-13	Bidder's List of Terminated Contracts
PW-14	Bidder's Pending Litigations and Judgments
PW-15	Bidder's Insurance Compliance Affirmation
PW-16	Certification of Compliance with The County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Bidder's Compliance with the Minimum Requirements of the IFB
PW-20	Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person Submission of Audited/Reviewed Financials with Bid
PW-21	Delivery of Audited/Reviewed Financials to County
PW-22	Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Bid
PW-23.1	Bidder's Compliance with Updated Collection Schedules Affirmation – Athens/Woodcrest/Olivita Garbage Disposal District

- PW-23.2 Bidder's Compliance with Updated Collection Schedules Affirmation – Firestone Garbage Disposal District
- PW-23.3 Bidder's Compliance with Updated Collection Schedules Affirmation – Walnut Park Garbage Disposal District
- PW-24.1 Equipment Specification/Productivity Assumptions for the Athens/Woodcrest/Olivita Garbage Disposal District
- PW-24.2 Equipment Specification/Productivity Assumptions for the Firestone Garbage Disposal District
- PW-24.3 Equipment Specification/Productivity Assumptions for the Walnut Park 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

VERIFICATION OF BID

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

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^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 Basic Services, per Refuse Unit	(per Refuse Unit)
1. One 96-gallon Refuse	\$
2. One 96-gallon Recyclables	**\$
3. One 96-gallon Green Waste or one 64-gallon Food Waste	***\$
4. Bulky Item Service (Sweep, unlimited quantities)	\$
5. Bulky Item Service (On-Call, limited quantities)	\$
Total of 1 - 4	1 1a #\$ (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 64-gallon Food Waste Cart	\$ _____

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 Garbage Disposal District 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	\$ 7,472.4	=	\$ 22,858.07	x 12	= \$ 274,296.84
Actual	5,508	x	\$ 1.1a	=	\$ _____	x 12	= \$ 1.1
Example	Two hundred seventy-four thousand and 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

CUSTOMER SURCHARGES 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) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart 	96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee***
Extra or Larger Dumpsters (Exhibit 3A1 D2) <ul style="list-style-type: none"> • Per 0.5 cu yds Refuse Dumpster • Per 0.5 cu yds Recyclables Dumpster • Per 0.5 cu yds Green Waste Dumpster • Per 0.5 cu yds Food Waste Dumpster 	96-gal Refuse fee* 96-gal Recycle fee** 96-gal Green Waste fee*** 150% of 96-gal Green Waste fee***
Increased Frequency of Refuse Dumpster Collection , more than 1x per week (Exhibit 3A1 B3) <ul style="list-style-type: none"> • 2 times per week • 3 times per week • 4 times per week • 5 times per week • 6 times per week (Saturdays) • 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) 	Monthly Rate for Basic Refuse Services plus any extra or larger containers multiplied by: 1.0 2.0 3.0 4.0 5.0 0.7
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • 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) <ul style="list-style-type: none"> • Each additional exchange 	Per request charge equal to 50% of Basic Service Total#
Container Removal and Return , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site 	100% of Basic Service Total# 125% of previous fee 100% of Basic Service Total#
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ 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) <ul style="list-style-type: none"> • 96-gallon Cart 	\$ (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3)) <ul style="list-style-type: none"> • Monthly Cleaning Service 	\$
Billing Fees (Section 7B7) <ul style="list-style-type: none"> • Late payment fee • Interruption of service • Returned checks 	10% of past due amount \$25 \$25

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)

Task 2 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 Service Fee and Calculate your Monthly Payment Rate and Proposed Annual Amount. The Proposed Annual Amount is not the total for all proposed Task 2 services but rather it is the total of the amounts to be evaluated. Potential additional amounts for Task 2 are not included here but are part of the contract. Also, many quantities are estimates and actual Monthly Payment Rate will be based on actuals, not these estimates. Note: There are 4.33 weeks per month.

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

Annual Services	Service Fee		Estimated Quantities	Monthly Rate
Abandoned Waste Rate Per Ton <ul style="list-style-type: none"> Alleys (10.9 miles) Parkways, Sidewalks, Streets (69 miles) 	\$ /ton	x	50 tons (This uses 50% Bulky Items, 50% dumping; previously data contained dumping & Bulky Items)	= \$
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 5 locations	\$ /foot (per day)	x	1,491 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 C3d)

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	26 receptacles x 2 times x 6 days x 4.33 weeks	=	\$ _____
Additional public receptacles (up to 25% more receptacles)	\$ /receptacle (per Collection)		7 receptacles x 2 x 6 x 4.33		\$ _____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C					<div>2.1c</div> <div>\$ _____</div>

2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3d)

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

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 (10.9 miles)	\$ _____/mile		10.9 miles		\$ _____
Litter (As-Needed)					
Bags Collected	\$ _____/bag	x	10 bags	=	\$ _____
Additional Litter (As-Needed) (up to 200% more bags)	\$ _____/bag		20 bags		\$ _____
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					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
Athens-Woodcrest-Olivita 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)	
Solid Waste not in Containers	\$ /ton and \$ /cubic yard
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 <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal 	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

Schedule of Prices
Athens-Woodcrest-Olivita 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		
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 Schedule of Prices, 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

Firestone 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 \approx 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 Basic Services, per Refuse Unit 1. One 96-gallon Refuse 2. One 96-gallon Recyclables 3. One 96-gallon Green Waste or one 64-gallon Food Waste 4. Bulky Item Service (Sweep, unlimited quantities) 5. Bulky Item Service (On-Call, limited quantities)	(per Refuse Unit) \$ _____ **\$ _____ ***\$ _____ \$ _____ \$ _____
Total of 1 - 4	1.2a # \$ _____ (Basic Service Total)
Monthly Rate for Alternative to Director's Preferred Method • One 96-gallon Refuse Cart • One 96-gallon Recyclables Cart • One 96-gallon Green Waste Cart • One 64-gallon Food Waste Cart	(optional) \$ _____ \$ _____ \$ _____ \$ _____

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 Garbage Disposal District 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	\$ 7,4724	=	\$ 22,858.07	x 12	= \$ 274,296.84
Actual	5,508	x	\$ _____ ^{1.2a}	=	\$ _____	x 12	= \$ _____ ^{1.2}
Example	<u>Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents.</u> WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.2						
Actual	<hr/> WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.2						

^x Also referred to as Basic Service Total

CUSTOMER SURCHARGES 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) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart 	96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee***
Extra or Larger Dumpsters (Exhibit 3A1 D2) <ul style="list-style-type: none"> • Per 0.5 cu yds Refuse Dumpster • Per 0.5 cu yds Recyclables Dumpster • Per 0.5 cu yds Green Waste Dumpster • Per 0.5 cu yds Food Waste Dumpster 	96-gal Refuse fee* 96-gal Recycle fee** 96-gal Green Waste fee*** 150% of 96-gal Green Waste fee***
Increased Frequency of Refuse Dumpster Collection , more than 1x per week (Exhibit 3A1 B3) <ul style="list-style-type: none"> • 2 times per week • 3 times per week • 4 times per week • 5 times per week • 6 times per week (Saturdays) • 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) 	Monthly Rate for Basic Refuse Services plus any extra or larger containers multiplied by: 1.0 2.0 3.0 4.0 5.0 0.7
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • 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) <ul style="list-style-type: none"> • Each additional exchange 	Per request charge equal to 50% of Basic Service Total [#]
Container Removal and Return , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site 	100% of Basic Service Total [#] 125% of previous fee 100% of Basic Service Total [#]
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ 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) <ul style="list-style-type: none"> • 96-gallon Cart 	\$ (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3)) <ul style="list-style-type: none"> • Monthly Cleaning Service 	\$
Billing Fees (Section 7B7) <ul style="list-style-type: none"> • Late payment fee • Interruption of service • Returned checks 	10% of past due amount \$25 \$25

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)

**Task 2 Service Fees
Firestone 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. Note: There are 4.33 weeks per month.

2A. Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C3a)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Rate Per Ton <ul style="list-style-type: none"> Alleys (41 miles) Parkways, Sidewalks, Streets (168 miles) 	\$ <u> </u> /ton	200 tons (This uses 50% Bulky Items, 50% dumping; previously data contained dumping & Bulky Items)	= \$ <u> </u>
TOTAL PROPOSED MONTHLY AMOUNT FOR 2A			2.2a \$ <u> </u>

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 5 locations, 20 tons (estimated)	\$ <u> </u> /foot (per day)	19,872 feet x 5 days x 4.33 weeks	= \$ <u> </u>
Additional Hot Zones Monitoring (up to 25% more length)	\$ <u> </u> /foot (per day)	4,968 feet x 5 days x 4.33 weeks	= \$ <u> </u>
TOTAL PROPOSED MONTHLY AMOUNT FOR 2B			2.2b \$ <u> </u>

2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3d)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Standard or Solar Compactors (assume Collection twice per day, 6 days per week)	\$ <u> </u> /receptacle (per Collection)	126 receptacles x 2 times x 6 days x 4.33 weeks	= \$ <u> </u>
Additional public receptacles (up to 25% more receptacles)	\$ <u> </u> /receptacle (per Collection)	32 receptacles x 2 x 6 x 4.33	= \$ <u> </u>
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C			2.2c \$ <u> </u>

2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3d)

Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Abandoned Encampments			
• Waste Collection for each 4 cu yds	\$ /	10 loads	\$
Occupied Encampments			
• Bags Collected	(per week) \$ /bag	(per week) 20 bags x 4.33	\$
• Boxes (Refuse in bags from event box)	\$ /box	20 box x 4.33	\$
• Carts			
o Delivery and removal to/from area	\$ /area	5 areas x 4.33	\$
o Collection & Disposal (96-gal)	\$ /Collection	50 Collections x 4.33	\$
o Collection & Disposal (32-gal)	\$ /Collection	50 Collections x 4.33	\$
o Overflowing Cart surcharge	\$ /96 gallons	5 overflows x 4.33	\$
o Contaminated Load surcharge	\$ /Cart	5 Carts x 4.33	\$
• Dumpsters			
o Delivery and removal to/from area	\$ /area	5 areas x 4.33	\$
o Collection & Disposal (3 cu yds)	\$ /Collection	25 Collections x 4.33	\$
o Overflowing Dumpster surcharge	\$ /3 cu yds	25 overflows x 4.33	\$
o Contaminated Load surcharge	\$ /Dumpster	5 Dumpster x 4.33	\$
• Additional Cart or Dumpster Services	n/a	n/a	\$3,000.00
TOTAL PROPOSED MONTHLY AMOUNT FOR 2D			2.2d \$

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 (41 miles)	\$ /mile	41 miles	\$
Litter (As-Needed)			
Bags Collected	\$ /bag	50 bags	\$
Additional Litter (As-Needed) (up to 200% more bags)	\$ /bag	100 bags	\$
TOTAL PROPOSED MONTHLY AMOUNT FOR 2E			2.2e \$

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
2.2a \$	2.2b \$	2.2c \$	2.2d \$	2.2e \$	2.2abcde \$
Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E					Proposed Annual Amount for Task 2
2.2abcde \$					12 months \$
					2.2 \$
WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.2					

**Task 2 Emergency Service Fees
Firestone 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)	
Solid Waste not in Containers	\$ /ton and \$ /cubic yard
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 <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal 	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

Schedule of Prices
Firestone 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
\$ _____ 1.2	+	\$ _____ 2.2	=	\$ _____
TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL)				

LEGAL NAME OF PROPOSER		
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 Schedule of Prices, 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 Walnut Park 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 Basic Services, per Refuse Unit	(per Refuse Unit)
1. One 96-gallon Refuse	*\$ _____
2. One 96-gallon Recyclables	**\$ _____
3. One 96-gallon Green Waste or one 64-gallon Food Waste	***\$ _____
4. Bulky Item Service (Sweep, unlimited quantities)	\$ _____
5. Bulky Item Service (On-Call, limited quantities)	\$ _____
Total of 1 -4	1.3a #\$ _____ (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 64-gallon Food Waste Cart	\$ _____

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 Garbage Disposal District 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	\$ 7,4724	=	\$ 22,858.07	x 12	= \$ 274,296.84
Actual	5,508	x	\$ _____ ^{1.3a}	=	\$ _____	x 12	= \$ _____ ^{1.3}
Example	Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents. WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.3						
Actual	_____ WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.3						

^x Also referred to as Basic Service Total

CUSTOMER SURCHARGES 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) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart 	96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee***
Extra or Larger Dumpsters (Exhibit 3A1 D2) <ul style="list-style-type: none"> • Per 0.5 cu yds Refuse Dumpster • Per 0.5 cu yds Recyclables Dumpster • Per 0.5 cu yds Green Waste Dumpster • Per 0.5 cu yds Food Waste Dumpster 	96-gal Refuse fee* 96-gal Recycle fee** 96-gal Green Waste fee*** 150% of 96-gal Green Waste fee***
Increased Frequency of Refuse Dumpster Collection , more than 1x per week (Exhibit 3A1 B3) <ul style="list-style-type: none"> • 2 times per week • 3 times per week • 4 times per week • 5 times per week • 6 times per week (Saturdays) • 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) 	Monthly Rate for Basic Refuse Services plus any extra or larger containers multiplied by: 1.0 2.0 3.0 4.0 5.0 0.7
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • 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) <ul style="list-style-type: none"> • Each additional exchange 	Per request charge equal to 50% of Basic Service Total [#]
Container Removal and Return , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site 	100% of Basic Service Total [#] 125% of previous fee 100% of Basic Service Total [#]
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ 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) <ul style="list-style-type: none"> • 96-gallon Cart 	\$ (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3)) <ul style="list-style-type: none"> • Monthly Cleaning Service 	\$
Billing Fees (Section 7B7) <ul style="list-style-type: none"> • Late payment fee • Interruption of service • Returned checks 	10% of past due amount \$25 \$25

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)

Task 2 Service Fees
Walnut Park 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. Note: There are 4.33 weeks per month.

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

Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Rate Per Ton <ul style="list-style-type: none"> Alleys (1 miles) Parkways, Sidewalks, Streets (18 miles) 	\$ <u> </u> /ton	15 tons (This uses 50% Bulky Items, 50% dumping; previously data contained dumping & Bulky Items)	= \$ <u> </u>
TOTAL PROPOSED MONTHLY AMOUNT FOR 2A			2.3a \$ <u> </u>

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 4 locations	\$ <u> </u> /foot (per day)	3,076 feet x 5 days x 4.33 weeks	= \$ <u> </u>
Additional Hot Zones Monitoring (up to 25% more length)	\$ <u> </u> /foot (per day)	769 feet x 5 days x 4.33 weeks	= \$ <u> </u>
TOTAL PROPOSED MONTHLY AMOUNT FOR 2B			2.3b \$ <u> </u>

2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3d)

Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Standard or Solar Compactors (assume Collection twice per day, 6 days per week)	\$ <u> </u> /receptacle (per Collection)	33 receptacles x 2 times x 6 days x 4.33 weeks	= \$ <u> </u>
Additional public receptacles (up to 25% more receptacles)	\$ <u> </u> /receptacle (per Collection)	9 receptacles x 2 x 6 x 4.33	= \$ <u> </u>
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C			2.3c \$ <u> </u>

2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3d)

Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Abandoned Encampments			
• Waste Collection for each 4 cu yds	\$ _____	2 loads	\$ _____
Occupied Encampments			
	(per week)	(per week)	
• Bags Collected	\$ _____/bag	5 bags x 4.33	\$ _____
• Boxes (Refuse in bags from event box)	\$ _____/box	5 box x 4.33	\$ _____
• Carts			
○ Delivery and removal to/from area	\$ _____/area	1 areas x 4.33	\$ _____
○ Collection & Disposal (96-gal)	\$ _____/Collection	10 Collections x 4.33	\$ _____
○ Collection & Disposal (32-gal)	\$ _____/Collection	x 10 Collections x 4.33	= \$ _____
○ Overflowing Cart surcharge	\$ _____/96 gallons	1 overflows x 4.33	\$ _____
○ Contaminated Load surcharge	\$ _____/Cart	1 Carts x 4.33	\$ _____
• Dumpsters			
○ Delivery and removal to/from area	\$ _____/area	1 areas x 4.33	\$ _____
○ Collection & Disposal (3 cu yds)	\$ _____/Collection	5 Collections x 4.33	\$ _____
○ Overflowing Dumpster surcharge	\$ _____/3 cu yds	5 overflows x 4.33	\$ _____
○ Contaminated Load surcharge	\$ _____/Dumpster	1 Dumpster x 4.33	\$ _____
• Additional Cart or Dumpster Services	n/a	n/a	\$1,000.00
TOTAL PROPOSED MONTHLY AMOUNT FOR 2D			2.3d \$ _____

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 (1 miles)	\$ _____/mile	1 miles	\$ _____
Litter (As-Needed)			
Bags Collected	\$ _____/bag	x 10 bags	= \$ _____
Additional Litter (As-Needed) (up to 200% more bags)	\$ _____/bag	20 bags	\$ _____
TOTAL PROPOSED MONTHLY AMOUNT FOR 2E			2.3e \$ _____

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
2.3a \$ _____	2.3b + \$ _____	2.3c + \$ _____	2.3d + \$ _____	2.3e + \$ _____	2.3abcde = \$ _____
Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E					Proposed Annual Amount for Task 2
2.3abcde \$ _____					x 12 months = 2.3 \$ _____
WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.3					

Task 2 Emergency Service Fees
Walnut Park 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)	
Solid Waste not in Containers	\$ /ton and \$ /cubic yard
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 <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal 	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

Schedule of Prices
Walnut Park 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
<div style="color: red; font-weight: bold; margin-bottom: 5px;">1.3</div> \$ _____	+	<div style="color: blue; font-weight: bold; margin-bottom: 5px;">2.3</div> \$ _____	=	\$ _____
TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL)				

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

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY 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

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

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

Name of Bidder or Authorized Agent (print)

Signature

Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

 of _____
 Name of bidder

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

Contracts Prohibited.

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

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

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

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

Signed _____

Date _____

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:	

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

Bidder	
Authorized representative	
Signature	Date

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

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

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

Print Name:	Authorized Signature	Title	Date

COMMUNITY BUSINESS ENTERPRISES (CBE) 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 owned Business Enterprises (MBE/WBE/DBE/DVBE). 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.

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

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

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

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

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

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

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

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

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

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

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

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

- ☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

All bidders responding to the Invitation for Bids must complete and return this form for proper consideration of the bid.

FIRM NAME:
My County (WebVen) Vendor Number:

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

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

Authorized Signature:	Title:	Date:
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GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Signature	Title
Firm Name	Date

**TRANSMITTAL FORM TO REQUEST AN IFB
SOLICITATION REQUIREMENTS REVIEW**

Bidders requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of 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**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company

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

Signature

Date

Name and Title (please type or print)

BIDDER'S LIST OF TERMINATED CONTRACTS

BIDDER'S NAME: _____

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

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: _____

**ATHENS/WOODCREST/OLIVITA, FIRESTONE, AND WALNUT PARK GARBAGE DISPOSAL
DISTRICTS (BRC0000125)**

BIDDER'S INSURANCE COMPLIANCE AFFIRMATION

Bidder's Name

Address

- ☐ If awarded the contract: Bidder will comply with the insurance coverage provisions set forth in Part II, Scope of Work, Exhibit 5, Part 4, Indemnification and Insurance Requirements, of this Invitation for Bids, and Bidder will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Part II, Scope of Work, Exhibit 5, Part 4, 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 will not comply with the insurance coverage provisions set forth in Part II, Scope of Work, Exhibit 5, Part 4, Indemnification and Insurance Requirements, of this Invitation for Bids, and Bidder will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Part II, Scope of Work, Exhibit 5, Part 4, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Bidder: _____ Date: _____

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

The Bidder certifies that:

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

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

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

-OR-

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

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

Print Name:	Title:
Signature:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

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

BIDDER CERTIFICATION

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

Bidder acknowledges and certifies compliance with Part II, Scope of Work, Exhibit 5, Part 3, General Contract Requirements, Section Q, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

BIDDER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title
Signature:	Date:

**BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB
FOR ATHENS/WOODCREST/OLIVITA, FIRESTONE, AND WALNUT PARK GARBAGE DISPOSAL
DISTRICTS (BRC0000125)**

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 wastes from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments.

☐ 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 Project Manager 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, or subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector Permit naming the Bidder as the permittee or a copy of the application for a Waste Collector Permit naming the Bidder, or subcontractor(s), if any, as the permittee issued by the County of Los Angeles Department of Public Health at the time of bid submission.

- ☐ 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
Athens/Woodcrest/Olivita	
Firestone	
Walnut Park	

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

Signature	Title
Firm Name	Date

**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): _____

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 deliver to County the Bidder's audited/reviewed financial statements for County review at County offices, at a time agreeable to County.

Signature: _____

Printed Name: _____

Office/Title:

☐ Chief Financial Officer

☐ Other authorized person: _____

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

Signature: _____

Printed Name: _____

Title (E.g. Secretary, Counsel): _____

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

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

ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT (BRC0000125)

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

Bidder's Signature

Date

Bidder's Printed Name

**BIDDER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES
AFFIRMATION****FIRESTONE GARBAGE DISPOSAL DISTRICT (BRC0000125)**

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

Bidder's Signature

Date

Bidder's Printed Name

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

WALNUT PARK GARBAGE DISPOSAL DISTRICT (BRC0000125)

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

Bidder's Signature

Date

Bidder's Printed Name

**EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS
FOR THE ATHENS/WOODCREST/OLIVITA 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 FIRESTONE 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 WALNUT PARK 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)					



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

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

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

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

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

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

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

Thank you for your cooperation and attention.

SAMPLE BOND FOR FAITHFUL PERFORMANCE

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 pursuing 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
 - o modification or
 - o amendment or
 - o compromise of
 - o or waiver of compliance with or
 - o consent to variation fromany 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:

- appraisalment
- 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\2019\Athens.Firestone.Walnut Park\04.8
Attach 5_Parent Guaranty.doc



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

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

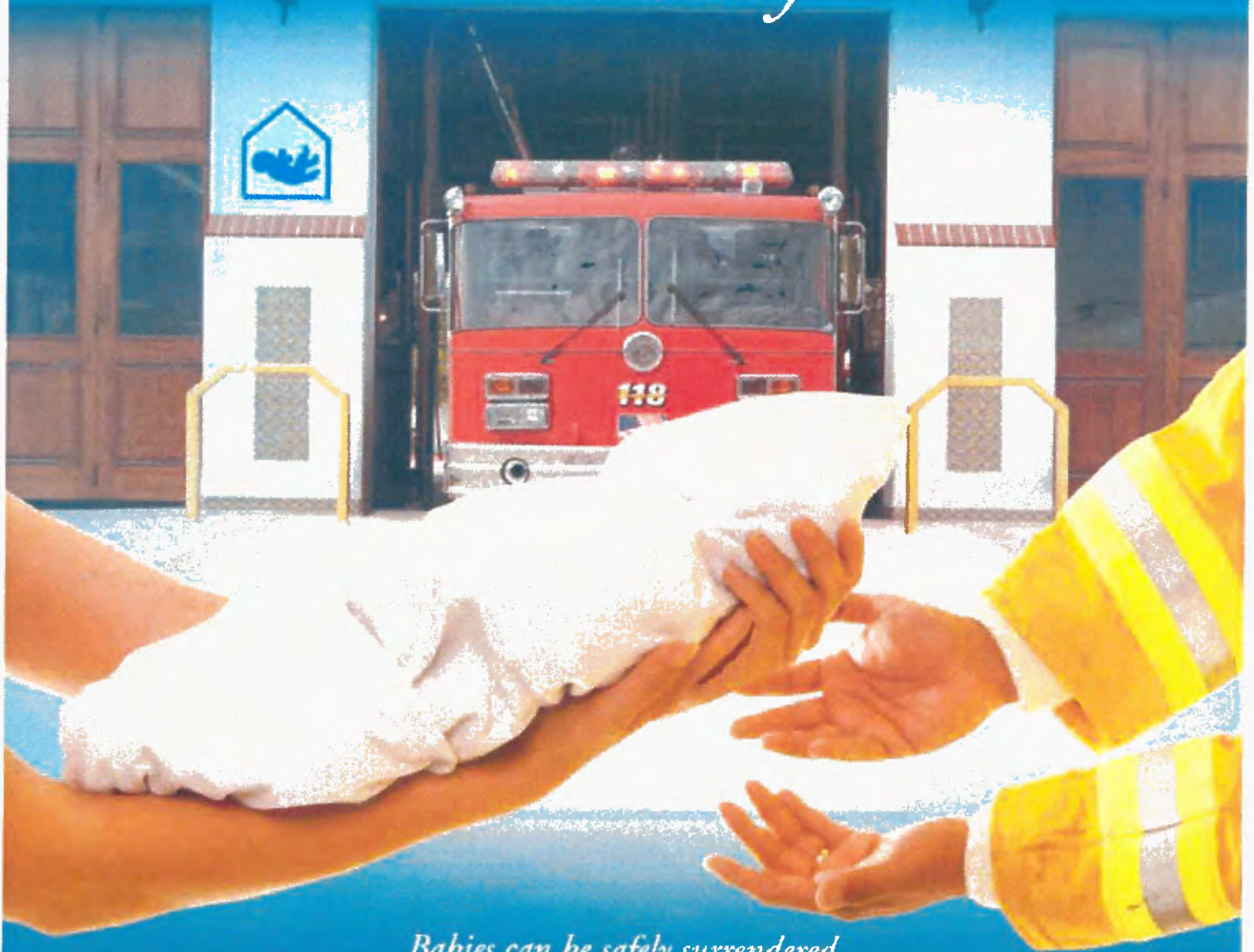
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

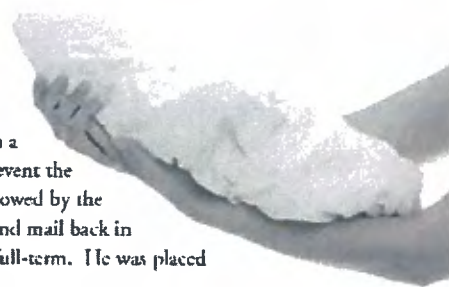
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafea.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 Angeles. 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 Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

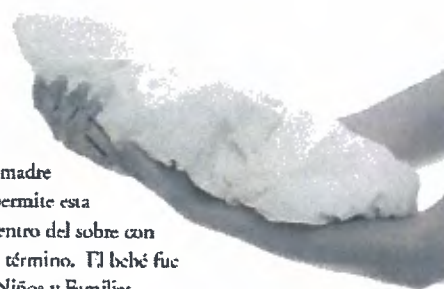
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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



Part I

Sample Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
ACTING IN THEIR CAPACITY AS THE GOVERNING BOARD OF
THE ATHENS-WOODCREST-OLIVITA, FIRESTONE, AND WALNUT
PARK GARBAGE DISPOSAL DISTRICTS

AND

[name of waste hauler]

FOR PROVISION OF SOLID WASTE COLLECTION SERVICES
(BRC0000125)

FOR THE SERVICE AREAS OF

**ATHENS-WOODCREST-OLIVITA,
FIRESTONE, and
WALNUT PARK
GARBAGE DISPOSAL DISTRICTS**

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

JULY 1, 2020

TABLE OF CONTENTS

FOR THE CONTRACT FOR THE SERVICE AREAS OF

Athens-Woodcrest-Olivita

Firestone

Walnut Park

(BRC0000125)

SECTION 0 -	RECITALS:	0-4
SECTION 1 -	REQUIREMENT TO PROVIDE TASK 1 SERVICES	1-7
A.	Requirements/Grant of Rights	1-7
B.	Exclusions from Service	1-8
C.	Future Exclusions from Exclusivity	1-10
D.	Definition of Rights	1-11
E.	No Longer Used	1-11
F.	Privacy (Contract Services)	1-11
G.	Ownership of Solid Waste	1-11
SECTION 2 -	TERM OF CONTRACT	2-12
A.	Term of Contract Services	2-12
B.	Obligations Upon Expiration or Termination of CONTRACT	2-13
C.	Undepreciated Assets	2-15
SECTION 3 -	SCOPE OF SERVICES AND SPECIFICATIONS (Contract Services)	3-16
A.	Prescribed Scope	3-16
B.	Change in Scope of Services	3-17
C.	Vehicles	3-17
SECTION 4 -	SERVICE STANDARDS	4-22
A.	Public Health and Safety; Nuisances (Contract Services)	4-22
B.	Private Property (Task 1 Services)	4-23
C.	Non-Collection (Contract Services)	4-24
D.	Nondiscrimination	4-26
E.	CONTRACTOR Waste Reduction Practices (Contract Services)	4-26
F.	Customer Correspondence and Other Materials (Task 1 Service)	4-26
G.	Publicity and News Media Relations	4-26
H.	Responsiveness to County (Contract Services)	4-27
I.	No Commingling of Solid Waste	4-28
J.	Key Personnel (Contract Services)	4-28
K.	Uniforms (Contracts)	4-29
L.	Confidentiality (Contracts)	4-29
M.	Single-Pass Collection (Task 1)	4-29
SECTION 5 -	ADDITIONAL CONTRACT PROVISIONS	5-31
SECTION 6 -	CUSTOMER SERVICE (Task 1 Services)	6-32
A.	Facilities	6-32
B.	Telephone Service	6-32

C.	Paperless/Electronic Information and Services	6-33
D.	Responses to Customer Complaints and Other Correspondence	6-35
E.	Service Interruption	6-36
F.	Responsiveness to Customer	6-36
G.	Setting Up or Terminating Service	6-37
SECTION 7 - SERVICE FEES AND BILLING		7-38
A.	Customer Service Fees	7-39
B.	Customer Invoice and Payment	7-40
C.	County Service and Fees	7-44
SECTION 8 - WASTE CHARACTERIZATION STUDY		8-51
A.	Participate with County Study	8-51
B.	Perform Study	8-51
C.	Facility Results	8-51
SECTION 9 - RECORDS		9-52
A.	Record Maintenance and Retention	9-52
B.	County Custody	9-52
C.	Inspection and Review of Records	9-53
D.	Copies of Audits	9-53
E.	Submission of Records	9-54
F.	Public Record Request	9-54
SECTION 10 - REPORTS		10-55
A.	Types and Content	10-55
B.	Submission of Reports	10-58
C.	Reporting Adverse Information	10-58
D.	County's Right to Request Information	10-58
SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE		11-59
A.	Director's Right to Provide Contract Services	11-59
B.	No Longer Used (Emergency Assistance Moved to Item F of Exhibit 3A2)	11-61
C.	Backup Service Plan	11-61
D.	Use of Goods, Services and Property	11-63
SECTION 12 - ENFORCEMENT OF CONTRACT		12-65
A.	As Provided by Law	12-65
B.	COUNTY's Additional Remedies	12-65
C.	Injunctive Relief	12-65
D.	Recovery of Damages	12-66
E.	County's Reimbursement Costs	12-68
F.	Waiver	12-68
SECTION 13- UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)		13-69
A.	Protocol	13-69
B.	Prohibition on Collection	13-69
C.	Notice to Director	13-69
D.	Labels	13-69

SECTION 14 - EXECUTION OF CONTRACT	14-70
A. Execution in Counterparts	14-70
B. Authority to Execute	14-70
SECTION 15 - PERFORMANCE ASSURANCE	15-71
A. Performance Bonds, Other Security	15-71
B. Further Assurances	15-72
SECTION 16 - CONTRACT SERVICE AREA INFORMATION	16-74
A. Maps	16-74
B. Sample Graphics	16-74
C. Data	16-74
D. Outreach	16-74
E. SWIMS	16-74
SECTION 17 - CONTRACTOR Documentation (Contract Services).....	17-75
A. CONTRACTOR'S Compliance with CONTRACTOR Documentation.....	17-75
B. Changes in CONTRACTOR Documentation	17-75

This CONTRACT is made and entered into on _____, 2020, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body of the Athens-Woodcrest-Olivia, Firestone, and Walnut Park Garbage Disposal Districts 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, and 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

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

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

County Waste Management Plan. COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2015. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045; and

Task 1: Waste Discarded in Containers. 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 and other laws.

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

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

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

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

Garbage Disposal Districts. The use of the term COUNTY is understood to mean Athens-Woodcrest-Olivita, Firestone, and Walnut Park 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 rate of compensation set forth in Form PW-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 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

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

Competitive Procurement. COUNTY issued a Request for Proposals (RFP) 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, Schedule of Prices in Attachment 7-2, 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, Schedule of Prices in Attachment 7-2.
- COUNTY may offer refunds directly to Customers that use fewer or smaller Containers than what they are entitled to 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 unit rate of compensation set forth in PW-2.1, Schedule of Prices in Attachment 7-2.
- 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.

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, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in Item D.

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

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

A. Requirements/Grant of Rights

1. 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, and
- 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. Nonexclusive Collection of Solid Waste

CONTRACTOR shall perform the Contract Services, as described in Section 3. CONTRACTOR acknowledges, however, that this CONTRACT

does not grant the CONTRACTOR an exclusive right to provide Contract Services within the Service Area. COUNTY reserves the right to make a portion or all the Task 1 Services within the Service Area exclusive at any time in the future. COUNTY reserves the right to use its own forces or to contract with any company for a portion or all the Contract Services.

If a city annexes any portion of the Service Area, CONTRACTOR may either claim continuation rights if applicable under PRC Section 49520 or upon agreement, Parties will replace the maps of the Service Area in Item A1.3 of Exhibit 16 with new maps that reflect deletion of the annexed area on the date that the annexation becomes effective. County Service Fees will be adjusted in accordance with Item C 12 of Section 7

B. Exclusions from Service

1. Solid Waste to be Self-Hauled

This CONTRACT excludes the 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;
- 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 requirement 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 not be in compliance with the terms and conditions of this CONTRACT. In that event, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49251.

(4) Contract Claims

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

c. Stop Contract Services / Procure New Services

Upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. After expiration or termination of this CONTRACT, COUNTY may reprocure one or more agreements for MSW Management Services with CONTRACTOR or other Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

4. Donation or Selling of Recyclables

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

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

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

C. Future Exclusions from Exclusivity

While Customer Services are currently non-exclusive, as indicated in item A2 of this Section should COUNTY determine to make a portion or all the Customer Services within the Service Area exclusive in the future, the following exclusion will apply:

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 Collect Abandoned Waste or empty 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. Food Waste

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

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

- Renegotiate a change to this CONTRACT or enter a separate contract with the CONTRACTOR; or
- Enter a contract with another Person.

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. No Longer Used**F. Privacy (Contract Services)****1. General**

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

2. Mailing Lists

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

3. Privacy Rights Cumulative

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

G. Ownership of Solid Waste

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

SECTION 2 - TERM OF CONTRACT

A. Term of Contract Services

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

'Commencement Date' may be as early as July 1, 2020.

'Term' is the period beginning on the Execution Date and ending on the Expiration Date.

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

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

- June 30, 2027 in Contracts, or
- As earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

1. Extensions of the CONTRACT Term

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

2. Two, 2-Year Extensions

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

3. Six, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to six times, each time in an increment of one to 6 months for a total of no more than 6 months. For example, the Director may first extend the Term for 3 months, subsequently extend it for two more months, and lastly extend it for one more month.

4. Contract Extension Cumulative

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

5. Transition to Next Waste Hauler

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

6. Notification to CONTRACTOR

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

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

B. Obligations Upon Expiration or Termination of CONTRACT

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

1. Acknowledgements

All acknowledgments, including those in the following Sections:

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

2. Representations and Warranties

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

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

3. Indemnities

All Indemnities.

4. Payments

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

- Payment of Transfer Deposits and Transfer Costs

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

5. Records and Reports

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

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

6. Provisions Surviving Expiration Date

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

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

a. Cooperation During Transition

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

b. Removal of Carts

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

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

7. Container Purchase Option

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

C. Undepreciated Assets

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

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

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

A. Prescribed Scope

1. Task 1 Services

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

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

2. Task 2 Services

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

3. Additional Contract Services Requirements

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

4. General

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

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

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

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

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

B. Change in Scope of Services

1. Task 1

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

2. Task 2

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

C. Vehicles

1. General

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

2. Automation

CONTRACTOR shall Collect Refuse, Recyclables, and Organics in automated Collection Vehicles, except CONTRACTOR may Collect the

following materials in non-automated Collection Vehicles:

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

3. Fuel/Power

Within the first 6 months after Execution, all Vehicles used for automated Collection must use Liquid Natural Gas or Compressed Natural Gas fuel, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

4. Extra Vehicles

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

5. Maintenance

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

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

6. Vehicle List

CONTRACTOR shall use only Vehicles that have been submitted to and approved by Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using Form V, accessible through

Director's Solid Waste Information Management System (SWIMS) and update it as Vehicles change.

7. Vehicle Billboards

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

8. Company Name

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

9. Vehicle Monitoring

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

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 for 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 Collection route that a specific Collection Vehicle travels in one day. This will typically be from the time the Vehicle leaves the yard until it returns at the end of the day.

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

Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second. Recording of the video must be segmented for each Collection and not continuous for the entire route. Video must be geo-tagged to each Collection. with a viewing angle approximately 129° diagonal, 103° horizontal, 77° vertical.

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

a. Video Equipment

(1) Forward Facing Camera

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

(2) Waste Collection Facing

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

CONTRACTOR is to conduct a route review for prohibited Container contaminants on randomly selected Containers in a manner that results in all Collection routes being reviewed annually. This may include CONTRACTOR's driver monitoring the live video screen or office staff reviewing recordings, looking for contamination and tag/mark each

video for further investigation by Director. CONTRACTOR is to include a plan for Director's approval to accomplish this requirement within 60 calendar days of CONTRACT Execution.

b. Global Positioning System (GPS)

GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 30 calendar days or other duration approved by Director.

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every 10 seconds for other Collection Vehicles, when within the Service Area.

10. Special Vehicles

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

11. Scales

Within 6 months of Director's request, all Automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request.

12. No Comingling of Abandoned Waste and Bulky Items

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary in order to allow CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with very little Abandoned Waste.

SECTION 4 - SERVICE STANDARDS

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

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below.

1. Litter

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Item or Abandoned Waste, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site, from which CONTRACTOR Collected the Bulky Item or Abandoned Waste. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

2. Spills

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, or other liquid from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials.

4. Noise

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

inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

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

B. Private Property (Task 1 Services)

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

1. Private Property

a. *Acknowledgements*

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

b. *Damage to Pavement: Waiver*

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

c. *Personal Injury: Indemnity*

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

d. *CONTRACTOR Indemnifies COUNTY*

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or

noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

2. Single-Pass Collection

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Organics) on private alleys, streets, and parking lots, CONTRACTOR shall submit a request to Director in accordance with item M of Section 4, Single-Pass Collection.

C. Non-Collection (Contract Services)

CONTRACTOR is not obligated to Collect in any of the following events but must Report events to Director:

1. Unpermitted Waste

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

2. Unsafe Condition

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

3. Not Bagged or Bundled

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

4. Not At Set-Out Site

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

5. Exceed Weight Limitations

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

6. Delinquent Payment

The Customer has not timely paid CONTRACTOR'S invoice for 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, Organics, or Manure in a Recyclables Container.

b. *Green Waste Containers*

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

c. *Refuse Containers*

Manure in a Refuse Container.

9. Unscheduled

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

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

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

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

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

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

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

D. Nondiscrimination

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

E. CONTRACTOR Waste Reduction Practices (Contract Services)

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

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

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

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

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

G. Publicity and News Media Relations

1. Publicity

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

develops that publicity, proposals, or sales materials in a professional manner.

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

2. News Media Relations; Trade Journal Articles

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

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

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

H. Responsiveness to County (Contract Services)

CONTRACTOR shall meet the following standards:

1. Normal

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

2. Special Events

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

3. Emergency Telephone Messages

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

4. Written Correspondence

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

5. Meetings

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

I. No Commingling of Solid Waste

1. No Commingling Between Areas (Contract Services)

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

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

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

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

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

J. Key Personnel (Contract Services)

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

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

1. Emergency Telephone Number

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

2. Lead Person

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

K. Uniforms (Contracts)

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

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

L. Confidentiality (Contracts)

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation. CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

M. Single-Pass Collection (Task 1)

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

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a materials recovery facility and Divert them. Director may approve Disposal of Recyclables and Organics based upon the number of Customers. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on extremely narrow or steep roads and other places where it is difficult to Collect with Collection Vehicles used elsewhere in the Service Area. Requests must include the following:

- Proposed addresses.
- Written consent from most Customers affected by the single-pass.
- Notification to Customers residing on the Premises being serviced.
- Single-type (Refuse) Containers without Recyclables and Green Waste Containers.

SECTION 5 - ADDITIONAL CONTRACT PROVISIONS

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

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

SECTION 6 - CUSTOMER SERVICE (Task 1 Services)

A. Facilities

CONTRACTOR shall maintain both the following:

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

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

B. Telephone Service

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

1. Office Hours

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

2. After Hours

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

3. On Hold Messaging

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

4. Telephone Tree

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

5. Answer Speed

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

CONTRACTOR shall not leave the Customer on hold for more than ten minutes.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. Their determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within 1 week, or
- Ten calls within 1 month.

6. Bilingual

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant.

7. Knowledgeable Staff

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

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

C. Paperless/Electronic Information and Services

1. Website

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:

a. Service Information

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, holiday tree pick-up information, service changes, invoice

explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

b. Bill Payment

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

c. Service Requests

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

d. Contact Us

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

e. Link

Link to Director's website, CleanLA.com.

2. Smart-eClub

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

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

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

3. E-mail Address

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants.

D. Responses to Customer Complaints and Other Correspondence

1. Resolution of Complaints

a. *Call/E-mail for Service*

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

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

b. *First Complaint*

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

c. *Second and Subsequent Complaints*

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

2. Communications Log

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

3. Missed Collections

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

- No later than 6 p.m. on the day of service, if it receives the complaint by 12 p.m.; or
- On the next day, if the complaint is received after 12 p.m. on the day of service.

4. County's Reimbursement Costs

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

E. Service Interruption

CONTRACTOR shall monitor the Public Works Road Closure website (<http://pw.lacounty.gov/roadclosures/>) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director consent.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

F. Responsiveness to Customer

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If

CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

G. Setting Up or Terminating Service

1. New Customers

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organics Diversion requirements and offer in-home Food Waste container

2. Terminating Service

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

SECTION 7 - SERVICE FEES AND BILLING

Basic Service means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

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

Customer Service Fee means the Basic Service Fee and Customer Surcharges in the Customer Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

Customer Surcharges means the amounts listed as 'Surcharges' on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

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, Schedule of Prices in Attachment 7-2, 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, 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 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. At frequency no greater than quarterly, 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. Uniform Fees

CONTRACTOR shall charge the same, uniform Customer Service Fees for the same Task 1 Services listed in Attachment 7-2, Task 1 Service Fees of Exhibit 7. For example, one Customer should not be charged \$10 for roll-out service while another customer is charged \$8.

2. Surcharges

Surcharges will be added to the Basic Service Fee. See Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. *Billing Fees*

- 10 percent late fee
- \$25 for interruption of service
- \$25 fee on returned checks

b. *Extra Containers*

c. *No Longer Used*

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

B. Customer Invoice and Payment

While fees for Basic Services within a GDD that are included in a property's allotment are paid through 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, 3 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 10 percent per annum from the date originally overcharged until the date refunded.

7. Late Payment

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 3 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 a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

Plain Language Table

Elapsed Time	Action
1st day of quarter	Bill sent to Residential 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
3.5 months	Extra Containers removed, \$25 interruption fee

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 3 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 a \$25 interruption fee may be charges upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing extra Containers.

Plain Language Table

Elapsed Time	Action
1st day of quarter	Bill sent to Commercial 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
3.5 months	Extra Containers removed, \$25 interruption fee

a. Partial Payment

If Customers fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

b. Returned Check Fee

A \$25 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 specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of \$[REDACTED]** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

a. *Abandoned Waste Not Commingled*

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards <http://www.calrecycle.ca.gov/LGCentral/Library/dsg/Appendix1.htm>, or other method satisfactory to Director.

b. *Abandoned Waste Commingled*

If CONTRACTOR *does* commingle Abandoned Waste in the same Vehicle as other Refuse, CONTRACTOR shall allocate the proportion of Abandoned Waste to other Refuse in a formula approved by Director, and weigh or calculate the weight of the Abandoned Waste as set forth in the preceding paragraph.

2. Special Fund Obligation

COUNTY will pay County Service Fees from COUNTY'S Road Fund or other sources. CONTRACTOR acknowledges that it will not be compensated for providing County Service under Task 2 Services from Customer Service Fees under Task 1 Services. Customers or Occupants do not pay County Service Fees.

3. Billing

CONTRACTOR shall bill COUNTY monthly for COUNTY Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will electronically pay via direct deposit County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If

CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The itemized invoice shall contain a reference to the name of the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

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

a. *Abandoned Waste - Weekly Collection*

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

(1) *Rate Per Ton*

CONTRACTOR may request a fee equal to the rate per ton. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless requested by Director.

(2) *More than Four Cubic Yards*

CONTRACTOR may request an extra fee per incident equal to the more than four cubic yards rate for a volume greater than four cubic yards. This is compensation for the additional time required to clean up a larger pile of Abandoned Waste. CONTRACTOR shall take and submit before and after photos of the waste to request a higher fee for that location. These special circumstances must be itemized separately on the invoice.

b. *Abandoned Waste - Hot Zone Daily Monitoring and Collection*

(1) *Monitoring All Hot Zone Locations*

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day. All Hot Zones refers to the original location indicated in CONTRACT and not any that are added or removed after the Execution Date. CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or

other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, and photographs of Collected Abandoned Waste.

For example, for a \$1 rate for 500 feet, CONTRACTOR may request $\$1 \times 500 \times 22 \text{ days} = \$11,000$ per month.

(2) **Additional Hot Zone Monitoring**

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

(3) **Waste Collection from All Hot Zone Locations**

CONTRACTOR may request a fee equal to the number of incidents of Waste Collection from All Hot Zone Locations with four cubic yards or less rate. All Hot Zones refers to the original locations indicated in CONTRACT and not any that are added after the Execution Date.

The four cubic yards volume refers to the total amount of waste at a single incident, not the total collected in all Hot Zones. For example, five piles of two cubic yards is billed at this rate and is not considered ten cubic yards. Waste separated by more than ten feet shall be considered a separate incident. 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, and photographs of Collected Abandoned Waste.

(4) **Additional Hot Zone Waste Collection**

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 the number of incidents of Additional Hot Zone Waste Collection with four cubic yards or less rate for the additional distance only.

The four cubic yards volume refers to the total amount of waste at a single incident, not the total collected in all Hot Zones. Waste separated by more than ten feet may be considered a separate incident. CONTRACTOR is not required to provide evidence of Collection unless Director requests. CONTRACTOR is required to record the location of each incident and submit with the monthly invoice.

(5) **Waste Collection with More Than Four Cubic Yards**

For any incident larger than four cubic yards, CONTRACTOR may request an extra fee equal to the per incident Waste Collection with more than four cubic yards rate. Waste separated by more than ten feet shall be considered a separate incident. CONTRACTOR shall take and submit before and after photos of the waste to request a higher fee for that location. These special circumstances must be itemized separately on the invoice.

c. **Public Receptacles**

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.

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

CONTRACTOR may request a fee equal to the number of bags Collected during the cleanup of the right-of-way during the month.

4. Payment Exceeding Maximum Contract Sum

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed Maximum Contract Sum.

5. Request Work

The CONTRACTOR understands and agrees that only Director is authorized to request or order work under this CONTRACT. The CONTRACTOR acknowledges that the designated authorized representative is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation more than this CONTRACT's Maximum Contract Sum.

6. Performing Work to Exceed Maximum Contract Sum

The CONTRACTOR shall not perform or accept work requests from the designated authorized representative or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.

7. Budget Reduction

If the Board of Supervisors adopts a budget for any Fiscal Year that reduces the salaries or benefits paid to most COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to correspondingly reduce the following:

- The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and
- The Maximum Contract Sum.

Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all the services set forth in this CONTRACT. Director's

notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

8. Deductions

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

9. No Payment Following Expiration/Suspension/Termination of CONTRACT

CONTRACTOR shall make no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any County Service that CONTRACTOR provides after the expiration, suspension, or other termination of this CONTRACT. If CONTRACTOR receives any such payment, it shall immediately inform Director and repay all that payment to COUNTY. Payment by COUNTY for County Services rendered after expiration, suspension, or termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration, suspension, or termination of this CONTRACT.

10. Most Favored Public Entity

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to COUNTY.

11. Change in Service Area

It is understood that the monthly compensation to be paid to the CONTRACTOR may be increased in proportion to the enlargement of the boundaries of the Service Area or to expansion of the area to be served, and the monthly compensation may be decreased if the area to be served decreases such as diminution of the size of the Service Area. This also included a change in the number of public receptacles and a change in the number or length of Hot Zones.

12. Dissolution of Service Area

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the

provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A 2 of Section 1.

SECTION 8 - WASTE CHARACTERIZATION STUDY

A. Participate with County Study

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.

B. Perform Study

CONTRACTOR shall perform Solid Waste generation and Disposal characterization studies to assist County in compliance with State laws and goals, including SB 1383, Article 3, Section 18984.5(c). CONTRACTOR's study shall also include collecting data and preparing reports, as needed and as directed by Director, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, Diverted, or otherwise processed, by Customer type (such as Single-Family, Multi-Family, Commercial).

1. Methodology

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

2. Frequency

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

C. Facility Results

As required in item 2A of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

SECTION 9 - RECORDS

CONTRACTOR'S obligations and COUNTY'S rights in this Section survive the term.

A. Record Maintenance and Retention

1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than 5 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 5 years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

C. Inspection and Review of Records

Upon five Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review (including using outside contractor), excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's Reimbursement Costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Cost of the expenses for the review if the review reveals a discrepancy of the lesser of 3 percent or \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director may give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 16.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY'S maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

D. Copies of Audits

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law. Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

E. Submission of Records

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records using COUNTY's Solid Waste Information Management System (SWIMS) forms or as requested by Director.

F. Public Record Request

1. Exclusive Property

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

2. Defend, Indemnify and Hold COUNTY Harmless

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.

SECTION 10 - REPORTS

A. Types and Content

1. Monthly Data

Within 30 days after the end of each calendar quarter, CONTRACTOR shall complete and submit the data electronically for each individual calendar month. Upon Director request, monthly data shall be submitted as soon as possible. CONTRACTOR shall complete and submit SWIMS Forms C, L, T, and V accessible through SWIMS and e-mail Collection route maps and schedule if any map or schedule has changed during the prior month. See sample in Item E of Exhibit 16.

2. Quarterly Reports

Within 30 days after the end of each calendar quarter, CONTRACTOR shall submit the Quarterly Report for the preceding three calendar months ending with that month to Director using the form provided by Director, which includes the following information:

a. *Rejected Recyclables and Organics*

Number of loads and tons of materials in Recyclables or Organics loads rejected for Processing together with the reason for rejection and facility at which the rejected materials were Disposed.

b. *Educational Materials*

A report of educational materials distributed, events held, and any events attended by CONTRACTOR to its Customers.

c. *Non-Collection Notices*

The number and address of Non-Collection notices issued and the reasons for issuance.

d. *Customer List*

CONTRACTOR customer service list (a SWIMS form), which includes a list of all current and closed accounts, account numbers, name associated with each account, customer addresses, level of service provided at each address, services provided that are not Contract Services, billing and payment dates, payment received from each Customer, and any other information associated with Task 1 Services as requested by Director. This includes weights measure by Vehicle scales.

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 charges, and Containers returned, per item D3e of Exhibit 3A1.

(2) *Carts, Dumpsters, or Roll Off Bins Abandoned*

Number and addresses of Containers removed, per item C of Exhibit 3A2.

f. *Waste Characterizations*

Results of any waste characterizations performed, per Section 8.

g. *Route Review Results*

Results of any route reviews performed, as required in item C3 of Exhibit 3A1.

3. Annual Report

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

a. *Waste Diversion Program Implementation*

A report of CONTRACTOR'S compliance with its Performance Obligations with respect to Waste Diversion Program implementation during the preceding Calendar Year.

b. *Subcontractors*

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor (including ownership interests) in accordance with item 9M of Exhibit 5.

c. South Coast Air Quality Management District Rule 1193

Each Vehicle's compliance with South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

d. Task 2 Services Information

Information relating to Task 2 Services requested by Director.

e. Scavenging

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

f. Vehicles

An inventory of Vehicles assigned to the service area and information on each Vehicle including its number, fuel type, year, make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material collected, and number of accounts being serviced. CONTRACTOR shall update and submit immediately if any Vehicle, route or information has changed during the prior year.

4. Reports of Violators

If CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area that are not authorized by Director or are in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR'S report; and
- Any other information or documentation about the Violator and CONTRACTOR'S report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY about any act of a Violator.

B. Submission of Reports

CONTRACTOR shall submit Reports in a format compatible with COUNTY'S computers and shall submit reports using the following methods:

1. Monthly Reports

Submitted electronically by using forms available through COUNTY's Solid Waste Information Management System (SWIMS), in accordance with this Section and Section 12.

2. Quarterly Reports and Annual Report

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section and Section 12.

C. Reporting Adverse Information

CONTRACTOR shall provide Director copies of all reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;
- The Securities and Exchange Commission;
- Any other Regulatory Agency;
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR'S submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

D. County's Right to Request Information

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

A. Director's Right to Provide Contract Services

1. Events

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers services in either of the following events, determined by Director in its sole discretion:

a. Unable for a Period of 48 Hours to Collect

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, or
- Director determines there is danger to public health, safety, or welfare.

b. COUNTY Suspends or Terminates CONTRACT

County suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alternative arrangements may include contracting with another, third-party service provider.

2. Notice

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Task 1 and Task 2 Services, which notice is effective immediately, but must confirm oral notice with a Notice within 24 hours thereafter.

3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Task 1 and Task 2 Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

4. Rental and Other Compensation

a. *Uncontrollable Circumstances*

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs below.

(1) *Rental Fees*

Rental fees for the use of equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

(2) *Vehicles*

CONTRACTOR'S Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

(3) *Personnel*

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within 10 days after CONTRACTOR requests payment of rental fees in events described in item (i) of this subsection 8a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other

ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

b. Other Than Uncontrollable Circumstances

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay County's Reimbursement Costs within 10 days of COUNTY'S submitting an invoice therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

B. No Longer Used (Emergency Assistance Moved to Item F of Exhibit 3A2)

C. Backup Service Plan

CONTRACTOR shall implement its Backup Service Plan within 7 days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

1. Provide Conveniently Located Dumpsters or Roll-off Containers

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

2. Offer Self-hauling of Solid Waste to a Facility

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their solid waste, 6 days per week. The facility shall only charge the Customer for disposal costs for quantities exceeding 100 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

3. Inform Customers of Temporary Procedures

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.

4. Credit Policy for Missed Contract Services

a. *Missed Curbside Collection*

(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 provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

6. Identify Customers Requiring Priority Service

CONTRACTOR shall contact the elderly and disabled Occupants with Roll out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

D. Use of Goods, Services and Property

1. Cart Acquisition Contracts

CONTRACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Carts outright without encumbrance, any Cart Acquisition Contract must allow the Guarantor, COUNTY or COUNTY designee to do all the following:

- Assume CONTRACTOR's obligations under the Cart Acquisition Contract,
- Take use and possession of the Carts, and
- Obtain the benefits of any outstanding Cart warranties.

'Cart Acquisition Contract' means an instrument establishing a security interest in the Carts or that otherwise encumbers or limits CONTRACTOR's interest in Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation

2. Inventory

CONTRACTOR shall store unused Carts in a secure location. CONTRACTOR shall update its Cart inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within 1 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 reprocur MSW Management Services in lieu of Task 1 and Task 2 Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR'S misrepresentation regarding contingent fees in Attachment 5-9H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

2. Liquidated Damages

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a. COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.
- b. COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.
- c. Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d. The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e. In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially

greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- f.* The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g.* Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR'S Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

E. County's Reimbursement Costs

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY'S Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Costs incurred because of CONTRACTOR'S Breach, including failure to maintain insurance.

F. Waiver

No waiver by County of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this Item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

SECTION 13- UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)

A. Protocol

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR'S dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers described in Item D of this Section.

B. Prohibition on Collection

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organics unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

C. Notice to Director

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

D. Labels

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item D9 of Exhibit 3A1 contains additional Container requirements.

SECTION 14 - EXECUTION OF CONTRACT

A. Execution in Counterparts

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed in any number of original counterparts. All counterparts constitute the same CONTRACT.

B. Authority to Execute

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.

SECTION 15 - PERFORMANCE ASSURANCE**A. Performance Bonds, Other Security**

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for both Task 1 and Task 2 services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
Athens-Woodcrest-Olivita,	\$466,230.00
Firestone, and	\$1,071,484.00
Walnut Park	\$165,433.98

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;
+	15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for the prior Contract Year
+	110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first 6 months of the prior Contract Year; and
+	Up to \$50,000, at the discretion of Director;
=	SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Task 1 and Task 2 services but must provide for payment of moneys to COUNTY to; (1) secure substitute Task 1 and Task 2 services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including payment of Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR

of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

B. Further Assurances

In addition to all other rights and remedies it may have, within 5 days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of in the following events:

1. Labor

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

2. Tipping Fees

CONTRACTOR does not pay an Identified Solid Waste Facility for services.

3. Employee Wages

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pays employment-related taxes or fees.

4. County

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

5. Meet Obligation

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:

- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

'Assurance of Performance' means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 17 will have a sample listed below.

A. Maps

1. Service Area and Collection Schedule
2. Hot Zones
3. Difficult to Service
4. Bear Zone (not applicable)
5. Alleys
6. Public Receptacles
7. Roll-Out Minimum Service

B. Sample Graphics

1. Cart Lid Labels
2. Dumpster Labels
3. Vehicle Billboards

C. Data

1. Street and Alley Miles
2. Difficult to Service Addresses
3. Public Receptacles Locations
4. Roll-Out Minimum Service Locations
5. 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:

MARY C. WICKHAM
County Counsel

By _____
Deputy

By _____
President

Type or Print Name

Secretary

Type or Print Name