



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: **AS-0**

December 4, 2012

NOTICE OF INVITATION FOR BIDS FOR MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)

PLEASE TAKE NOTICE that Public Works invites bids for a contract for Mesa Heights Garbage Disposal District (2012-GDD047). The total annual contract amount of this service is estimated to be \$2 million. The contract will be for a term of seven years with three 1-year renewal options. If not enclosed with this letter, the Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458-4050, stsui@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Bidders must meet all minimum requirements set forth in the IFB document at the time of bid submission including, but not limited to, the following:

1. The Bidder and any subcontractor performing Task 1 must have a minimum of three years of experience in the automated collection and managing of refuse and recyclable materials and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments.
2. The Bidder and any subcontractor performing Task 2 must have a minimum of three years of experience in the removal of discarded materials from alleys and public curbside receptacles collection.
3. Bidder and any subcontractor must possess a valid Waste Collector's Permit naming the Bidder and any subcontractor 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 of Los Angeles Department of Public Health.
4. The Bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.11, Bid Guaranty.
5. If awarded this contract, the Bidder must have the ability to provide a faithful performance security in the sum of not less than 50 percent of the annual contract price as specified in the Part II, Sample Agreement.

6. The Bidder must be able to demonstrate its financial and physical capabilities to provide all of the services contemplated in the specifications outlined in Exhibit A.1 and Exhibit A.2, Scope of Work, 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 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.
 - 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.

A Bidders' Conference will be held on **Monday, December 17, 2012, at 10 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. **ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE 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, bid requirements, and contract terms. 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. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit bids is Thursday, January 3, 2013, at 5:30 p.m. Sealed bids must be submitted to the Public Works Cashier located on the Mezzanine Floor at the address above.

Please direct your questions to Ms. Tsui at (626) 458-4050. **Bidders are instructed not to contact any County personnel other than the Contract Analyst listed above regarding this solicitation.**



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AS-0.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read "Matthew", is written over the printed name of the Deputy Director.

MASSOOD EFTEKHARI
Deputy Director

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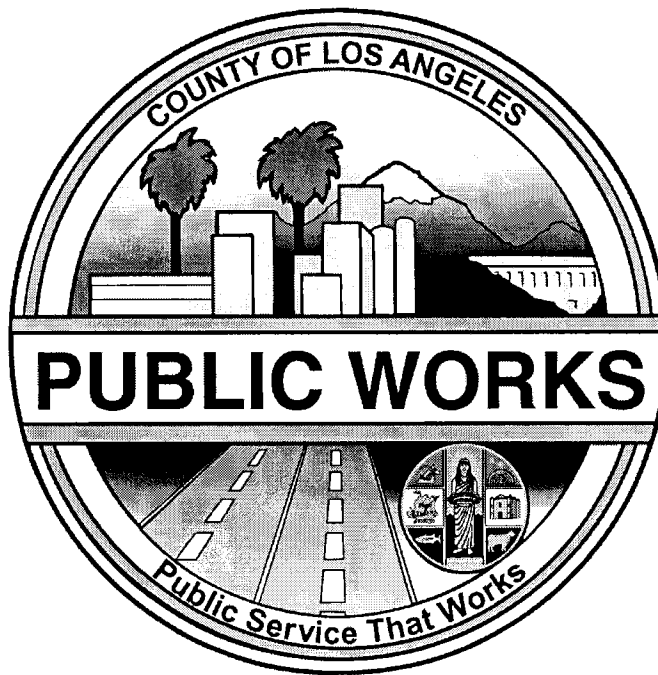
**LOS ANGELES COUNTY GARBAGE DISPOSAL
DISTRICT**

DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

FOR

**MESA HEIGHTS GARBAGE DISPOSAL DISTRICT
(2012-GDD047)**



Approved December 5, 2012
Gail Farber
Director of Public Works

By: Matthew
Deputy Director

INVITATION FOR BIDS
FOR
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)
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PART I

INVITATION FOR BIDS

SECTION 1

INTRODUCTION

A. Bidders' Conference

Each Bidder (also referred to as "Proposer") 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 THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Bids (also referred to as "proposals") **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 requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in Public Works 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(s) and/or information update to all who attended the Conference.

B. Minimum Mandatory Requirements

Interested and successfully qualified service Bidders who have demonstrated their ability to provide these types of services are invited to submit a Bid, provided that 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 and managing of refuse and recyclable materials and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments.
2. The Bidder and any subcontractor performing Task 2 must have a minimum of three years of experience in the removal of discarded materials from alleys and public curbside receptacles collection.
3. Bidder and any subcontractor must possess a valid Waste Collector's Permit naming the Bidder and any subcontractor 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 of Los Angeles Department of Public Health.

4. The Bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.11, Bid Guaranty.
5. If awarded this contract, the Bidder must have the ability to provide a faithful performance security in the sum of not less than 50 percent of the annual contract price as specified in the Part II, Sample Agreement.
6. The Bidder must be able to demonstrate its financial and physical capabilities to provide all of the services contemplated in the specifications outlined in Exhibit A.1 and Exhibit A.2, Scope of Work, 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 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.
 - 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 or Garbage Disposal District ("District") 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, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
P.O. Box 1460
Alhambra, California 91802-1460
Attention Ms. Samantha Tsui
E-mail: stsui@dpw.lacounty.gov
Telephone: (626) 458-4050
Facsimile: (626) 458-4194

If it is discovered that a Bidder contacted and received material information from any County or District personnel, other than the contract analysts named in the Notice of Invitation for Bids and above, regarding this solicitation, the District, in its sole determination, may disqualify their Bid from further consideration.

D. Child Support Compliance Program

Bidders shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees, 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 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 Bidder's Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the County. The 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 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") (Los Angeles 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, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
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-21). 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 (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum requirements for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN and GROW participants access to Bidder's 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. SPARTA Program

A County program, known as SPARTA (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll-free at (800) 420-0555 or can access their website directly at www.2sparta.com.

I. 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 District 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.

J. 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.

K. Interpretation of Invitation for Bids

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

L. 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, Los Angeles County Code Chapter 2.203). Bidders should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program). The Jury Service Program applies to both Contractors and their Subcontractors. 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 to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, 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 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 District 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.

M. Local Small Business Enterprise Preference Program

1. To the extent permitted by State and federal law and when the price category is scored, the District will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Los Angeles County Office of Small Business' website at:

<http://www.laosb.org>

3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their proposal. 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 Local SBE.
4. 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.dgs.ca.gov/pd/program/osds.aspx>.

N. Notification to District of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Bidder shall notify the District 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 mergers will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation and evaluated in accordance with the Board's policy regarding Contractor's engaged in mergers and acquisitions. Failure of the Bidder to provide this information may eliminate its Bid from any further consideration.

O. Prompt Payment Program

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

P. 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, fund-raising 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 District.

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

1. They have determined that they do not now 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 District 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 District 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).

Q. Bid Requirements and Contract Specifications

1. Persons who wish to contract with the District 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 Contract Specifications are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Bidders are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Debarred Vendors Report; 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 Invitations for Bids.

R. Security and Background Investigations

Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

S. Transitional Job Opportunities Preference Program

In evaluating Bids, the District will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job

Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their Bid response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

T. Vendor Registration

Bidders must register on-line 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 http://laCounty.info/doing_business/main_db.htm and click on "Vendor Registration Information – Self Registration." Being registered will assist the Bidder in receiving notifications of the release of District and County solicitations that may be of interest to the Bidder.

SECTION 2

BID PREPARATION AND SUBMISSION

A. Bid Format and Content Requirements

Bids shall be bound and presented in the sequence, with the content, and 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. All information submitted shall be completed to District's satisfaction and approved by the District prior to the execution of the Contract. Failure to provide the required information, make revisions as requested by the District or to strictly comply with these guidelines may be a basis for rejection of the IFB as nonresponsive:

1. Title Page

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

2. Table of Contents

A comprehensive table of contents shall list all material included in the 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, email 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 Statement, 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 Statement, which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

- a. Information on the Bidder's background, experience, organization, staff, and key personnel.
- b. Drivers' Proficiency – including, but not limited to, a description of the Bidder's current procedures to monitor the drivers' driving performance and records.
- c. Provide three written letters of reference from clients (other than the County) to whom Bidder is currently providing solid waste collection services.

Demonstrate how the Bidder complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

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 Exhibit A, Scope of Work. 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 Exhibit A, Scope of Work. 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 include the following specific information:

In addition, Bidder shall outline a detailed work plan describing the approach, strategies, and methodology it would employ to accomplish each and every element and requirement as outlined in Exhibit A.1, Section 1.C.6, Automated Collection Services – Minimum Standards. The work plan shall include, but not be limited to, the following elements:

- a. Description of a plan for automated and separate collection of refuse, recyclable materials, and green waste provided to those residences, multifamily residences, businesses, commercial establishments, and industrial establishments. Bidder shall include description for the provision of smaller carts that will be made available to customers upon request.
- b. Description of a plan for automated and separate collection of refuse, recyclable materials, and green waste provided to those multifamily residences, businesses, commercial establishments, and industrial establishments, which have limited space for storage of a large quantity of carts and/or dumpster/roll-off receptacles and/or limited area for placement at the curb for collection. Bidder shall include description for the provision of smaller carts and/or dumpster/roll-off receptacles that will be made available to customers upon request. Bidder shall specify the type, size, capacity, and number of carts and/or dumpster/roll-off receptacles to be provided and the type of collection vehicles to be employed for providing said service to those multi-family residences, businesses, commercial establishments, and industrial establishments as indicated above.
- c. Description of a plan for the collection and management of covered electronic devices and other consumer electronic devices. Bidder shall include the name of the certified covered electronic recycler or domestic destination facility that will accept these devices that it has contracted/subcontracted to provide in part or all such services.
- d. Bidder shall submit a detailed action plan outlining strategies and methods to be employed in reaching the Waste Diversion Programs objectives as specified in Exhibit A.1, Section 1.C.18.e, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishment Recycling Program, including any plans to attend meetings among businesses, local property management groups, property owners, and/or tenants to discuss methods and options to enhancing recycling at multifamily residences, businesses, commercial establishments, and industrial establishments.

- e. Bidder shall include a description of the employee hazardous waste training program to include protocol in identification, noncollection procedures, notification to Director/Designee, and documentation.
- f. The Bidder shall submit an action plan describing in detail the operations and methodologies for the distribution and collection of carts and dumpster receptacles in accordance with Exhibit A.1, Section 1.C.6.d, Carts and Dumpster Receptacles Distribution and Collection.
- g. The Bidder shall submit an action plan describing in detail the operations and methodologies for distributing written notices and outreach materials, in accordance with Exhibit A.1, Section 1.C.11.a, Written Notices and Outreach Materials, including quality control measures to ensure the completion of delivery and documentation for proof of delivery.
- h. The Bidder shall submit an action plan describing in detail the operations and methodologies for the clean-up, collection, transportation, disposal and management of discards from the alleys and public curbside receptacles within the District in accordance with Exhibit A.2, Section 1.C, Work Description.

Bidders not including all of the above in said work plan may have their Bid, at the discretion of the County, rejected as nonresponsive.

7. Quality Assurance Program

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

- a. Policies and Procedures – Quality control procedures for the Bidder, subcontractors, if any, and suppliers must be described. The Bidder's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries. 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 clearly outline its required operations and quality levels. The Proposal must indicate the Bidder's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Bidder will maintain inspection records and make them available to the County.

8. Equipment

- a. Bidder must list all equipment on Form PW-18, Statement of Equipment 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.
- b. 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.

9. Subcontractors

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

10. Financial Resources

A Bidder may complete Form PW-19 (Delivery of Audited/Reviewed Financials to County) and Form PW-20 (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 Proposer 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 Exhibit P, Parent Guaranty, if are submitting a Parent's Financial Statement.

Submit copies of the proposing 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 Certified Public Accountant (CPA) for the most current three full fiscal years.

11. License 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.

12. Insurance

Submit completed and signed Form PW-16, Bidder's Insurance Compliance Affirmation, acknowledging that the Bidder will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements for this Invitation for Bids if awarded the contract. In Form PW-16, Bidder affirms that the Bidder will procure, maintain, and provide the District with proof of insurance coverage and performance guaranty as specified by this

Invitation for Bids throughout the entire term of the proposed contract, without interruption or break in coverage.

13. 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 security within the time frame stated above, the District 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 Bidders' execution of the Agreement, providing all required proof of insurance and contract security.
- c. If a Bid bond is submitted, it must be payable to 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 County 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.

14. Additional data not specifically requested for evaluation, which the Bidder feels is essential, must appear in the last section of the Bid and be labeled "Additional Information." If there is no additional data the Bidder wishes to present, this section will consist of the statement: "There is no additional data we wish to present."

15. Bidder's Forms List

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

PW-1	Verification of Bid
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Bidder'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 Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN/GROW Employment Commitment
PW-11	Transmittal Form to Request an IFB Solicitation Requirements Review
PW-12	Charitable Contributions Certifications
PW-13	Transitional Job Opportunities Preference Application (Submit only if requesting preference.)
PW-14	Statement of Terminated Contracts
PW-15	Bidder's Pending Litigations and Judgments
PW-16	Bidder's Insurance Compliance Affirmation
PW-17	Certification of Compliance with the County's Defaulted Property Tax Reduction Program.
PW-18	Statement of Equipment
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

(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.)

16. 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 Bidders 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 Bidder's Industrial Safety Record

PW-5 Conflict of Interest Certification

PW-7 Bidder's Equal Employment Opportunity Certification

PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)

PW-10 GAIN/GROW Employment Commitment Form

PW-12 Charitable Contributions Certifications

B. Bid Submission

1. Proposals shall be submitted with **four (4)** complete sets of the Proposal and any related information.

- One (1) original and one (1) copy
- Two (2) electronic copies on a CD 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 Proposal such as Social Security numbers.

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

2. Submit Bids to the County of Los Angeles Department of Public Works Cashier, 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 received only when accepted 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. Delayed 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 District, 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/Director, are not in the best interests of the County/Public Works/District. The District 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, neither the District nor the County will 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 co-partnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the 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 representations 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 award.

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 County and District policy to conduct business only with responsible Bidders.
2. Bidders are hereby notified that, in accordance with Chapter 2.202 of the 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/District 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 of Supervisors, 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; or (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; or (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Bidder may not be responsible, Public Works will notify the Bidder in writing of the evidence relating to the Bidder's responsibility and its intention to recommend to the Board that the Bidder be found not responsible. Public Works will provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Bidder presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder will reside with the Board.
6. These terms shall also apply to 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. 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 nonresponsiveness and/or nonresponsibility.

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 County or District 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 County/District 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, Bidders 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, both in general and in detail, any drawings attached, and any additional communications sent and makes this 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 full payment for work actually done at the prices shown in Form PW-2, Schedule of Prices. 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. All responses to this solicitation shall become the exclusive property of the County and District. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Bidders' Bid and corresponding Public Works evaluation documents, Public Works completes contract

negotiations and obtains a letter from an authorized officer of the recommended Bidder that the negotiated contract is a firm offer of the recommended Bidder, which shall not be revoked by the recommended Bidder pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Bidder requesting a County Review Panel, the County Review Panel convenes as a result of such Bidders' request, and (c) with respect to all other Bidders, Public Works recommends the recommended Bidder(s) to the Board and such recommendation appears on the Board agenda, Bids submitted in response to this solicitation and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each Bid which are justifiably defined as business or trade secrets, and, if by the Bidder, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. **Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of 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 County Code, the County may debar the Bidder from Bidding or proposing on, or being awarded, and/or performing work on other County and District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Bidder may be subject to debarment, Public Works will notify the Bidder in writing of the evidence, which is the basis for the proposed debarment, and will advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or the Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Bidder has been debarred for a period longer than five years, that Bidder may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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 five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide 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 shall 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 shall 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 and District contracts.
9. Attachment 2 is a listing of Contractors currently debarred.

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, Bidder'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. Qualification 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 Bidder 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. 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 this IFB may be cause for rejection of the Bid on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractor

Bidders shall list all subcontractors 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 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 Part II, Exhibit D 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/Chief Engineer's sole judgment and the Director's/Chief Engineer'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, District, County, Public Works, Special District(s), and Director/Chief Engineer make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the bidder for the work performed during the contract period.

T. Withdrawal of Bids

Bidders may withdraw their Bid anytime before the date and hour set for submission set forth in the Notice for Invitation for Bids upon presentation of a written request to the Director/Chief Engineer signed by an authorized representative of the Bidder or by the person filing the Bid.

U. Consultant Independent

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

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, and Section 4.D, Pass/Fail Review, whose Bid provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage and original performance bond, if required, 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 and performance bond is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works and/or the Chief Executive Office, 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 District. 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 lowest Bidder.

C. Evaluation of Bids

1. Bids shall address all the requirements of this IFB and shall adhere strictly to the format and sequence as outlined in Part I, Section 2.A, Bid Format and Content Requirements.
2. All responses to this IFB become the property of the County and District. Upon receipt of a 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 of those submitting Bids. The recommended contract will be submitted to Board for consideration and possible approval.
3. The District and/or County may require whatever evidence it deems necessary relative to the Bidder's financial stability.
4. The District and/or County reserve the sole right to judge the Bidder's written and oral representations.

5. The District and/or County may make on-site inspections of Bidder's current jobs and/or facilities.
6. 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.
7. 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 Transitional Job Opportunities Preference or the Local Small Business Preference or both, as applicable.
 - Transitional Job Opportunities Preference. To the extent permitted by State and federal law, should one or more of the Bidders qualify for the Transitional Job Opportunities Preference (Form PW-13), the Bid amounts will be adjusted prior to determination of lowest Bid as follows: Eight percent of the lowest Bid will be calculated, and that amount will be deducted from the Bids submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Bidder's payment, which will be based on the Bidder's Bid amount.
 - Local Small Business Enterprise (SBE) Preference. To the extent permitted by State and federal law, should one or more of the Bidders qualify for the Local SBE Preference (Form PW-9), the Bid amounts will be adjusted prior to scoring as follows: Eight percent of the lowest Bid will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Bids submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Bidder's payment, which is based on the Bidder's Bid amount.

Subject to such adjustment(s), the District will award the proposed contract to the lowest, responsive, and responsible Bidder from among those submitting Bids not rejected. The lowest, responsive, and responsible Bidder will be based on a determination by Public Works that the Bidder meets the minimum requirements, has completed and submitted all the required/requested information and documents, and has the lowest-cost Bid. The lowest-cost Bid will be determined based on the Total Proposed Annual Amount listed on Form PW-2, Schedule of Prices.

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 will comply with the insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements, as evidenced by submitting a completed and signed Form PW-16.
2. Bidder and any subcontractors have met the GAIN and GROW Programs requirements (Form PW-10).
3. Bidder and any subcontractors have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Bidder and any subcontractors have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
5. Bidder and any subcontractors have completed and signed all appropriate forms, and Bidder has completed and signed Form PW-2, Schedule of Prices.
6. Bidder and any subcontractor have completed Form PW-18 Statement of Equipment Form.
7. Bidder and any subcontractors comply with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, as evidenced by submitting a completed and signed Form PW-19. In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation.
8. Bidder and any subcontractor submitted copy of the required valid Waste Collector Permit naming the Bidder and any subcontractor 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.

Bidders/subcontractor failing to provide the requested valid Waste Collector Permit or a copy of the application for a Waste Collector Permit issued by the County Department of Public Health naming the Bidder/subcontractor as the permittee at the time of Bid submission may result in the immediate rejection of the Bid as nonresponsive.

9. Submit the required Bid guaranty as specified in Part 1, Section 2.A.13.

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

10. Bidder is signed in as attending the Bidders' Conference.

11. 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.

E. Negotiation

The County and/or District reserves the right to negotiate the terms, conditions, and price of Bid(s), in the sole discretion of the District, to achieve the most beneficial program and price for the District. The County and/or District, in its sole discretion, may engage in negotiation with responsive, responsible, and lowest Bidder.

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. Additionally, 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. Grounds for Review

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

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

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to 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 for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Bid.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the District and/or County not receiving the best possible responses from prospective Bidders.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid/Proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A Bid/Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a Bid/Proposal 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 written request for a Disqualification Review within the timeframe specified in the written determination.
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 person or entity requesting a Disqualification Review is a Bidder;
 - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

- c. The request for a Disqualification Review asserts that the determination of disqualification due to Bid/Proposal 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.C, 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 timeframe 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 timeframe.
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 timeframe 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

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 timeframe 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 timeframe 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 person or entity requesting a Proposed Contractor Selection Review is a Bidder;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works)
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. 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/Proposals, 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; and
4. 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 timeframe for requesting a review by a County Review Panel, paragraph H, below.

H. County Review Panel

1. Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.
2. A request for review by a County Review Panel may, in the District and/or County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting review by a County Review Panel is a Bidder;
 - b. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by Public Works); and
 - c. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Review Panel's review, the Panel will forward its report to Public Works, which will provide a copy to the Bidder.

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TABLE OF FORMS

PW-1	VERIFICATION OF BID
PW-2	SCHEDULE OF PRICES
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PW-19	BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS
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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

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF BID

DATE: , 2012		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:			
PROPOSER 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):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> 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? <input type="checkbox"/> No <input type="checkbox"/> 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? <input type="checkbox"/> No <input type="checkbox"/> 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? <input type="checkbox"/> No <input type="checkbox"/> 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:			

**SCHEDULE OF PRICES
FOR
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)**

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.

The term of this contract is **seven years**, starting **July 1, 2013**, and ending **June 30, 2020**, plus three 1-year renewal options, not to exceed a total contract period of ten years.

TASK 1

Using the examples given below calculate your Monthly Unit Rate, Monthly Payment Rate, Hourly Rate, and Total Proposed Annual Amount. The Unit Count given is the current unit count for the Mesa Heights Garbage Disposal District but may be revised as outlined in Exhibit A.1, Section 2.A.2, Unit Counts and Payment Rates.

- 1A.** The automated collection, transportation, and disposal of refuse and separate automated collection and management of recyclable materials and green waste from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, as specified.

EXAMPLE						
Unit Count		Monthly Unit Rate		Monthly Payment Rate	Months	Proposed Annual Amount
3,059	x	\$7.4724	=	\$22,858.07	x 12	= \$274,296.84
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents.						

Unit Count		Monthly Unit Rate		Monthly Payment Rate	Months	Proposed Annual Amount
7,833.5	x	\$ _____	=	\$ _____	x 12	= \$ _____

\$

TOTAL PROPOSED ANNUAL AMOUNT FOR ITEM 1A (WRITE OUT IN FULL)

1B. PROPOSED HOURLY RATE FOR ADDITIONAL SPECIAL COLLECTION SERVICES

EXAMPLE		
Hourly Rate*	Estimated Annual Hours	Proposed Annual Amount
\$120	x 20	= \$2,400.00

Hourly Rate*	Estimated Annual Hours	Proposed Annual Amount
\$ _____	x 20	= \$ _____

*Hourly Rate includes costs for a driver, helper, supervisor and all necessary equipment (trucks, loaders, shovel, rakes, etc.) and materials, including transportation and disposal.

1C. EXTRA CARTS – COST TO DISTRICT CUSTOMERS

One-time Cost for each Extra Cart to be borne by customers:		
96-gallon	64-gallon	32-gallon
\$ each	\$ each	\$ each

(See Exhibit A.1, Section 1.C.6.e, Extra Carts, for service provisions)

TASK 1 – TOTAL PROPOSED ANNUAL AMOUNT (FOR ITEMS 1A + 1B)

Proposed Annual Amount for Task 1A		Proposed Annual Amount for Task 1B		Total Proposed Annual Amount for Tasks 1A + 1B
\$ _____	+	\$ _____	+	= \$ _____

\$

TASK 1 - TOTAL PROPOSED ANNUAL AMOUNT FOR ITEMS 1A + 1B (WRITE OUT IN FULL)

TASK 2**REMOVAL OF DISCARDED MATERIALS FROM ALLEYS AND PUBLIC CURBSIDE RECEPTACLES COLLECTION SERVICE**

Using the examples given below calculate your Monthly Rate, Monthly Payment Rate, and Total Proposed Annual Amount.

2A. ALLEYS

The clean-up, collection, transportation, disposal, and management of discards, as specified, within the public road right-of-way, in unlimited quantities, from all of the alleys within the District.

EXAMPLE

Total length of Alleys (miles)		Monthly Rate (per mile)		Monthly Payment Rate	Months	Proposed Annual Amount
30	x	\$900.00	=	\$27,000.00	x 12	= \$324,000.00

Three hundred twenty-four thousand dollars and zero cents.

Total length of Alleys (miles)		Monthly Rate (per mile)		Monthly Payment Rate	Months	Proposed Annual Amount
6.25	x	\$ _____	=	\$ _____	x 12	= \$ _____

2B. PUBLIC CURBSIDE RECEPTACLES

The clean-up, collection, transportation, disposal, and management of discards, as specified, in unlimited quantities, from specified public curbside receptacles within the District.

EXAMPLE

Total number of public curbside receptacles		Monthly Rate (per receptacle per month)		Monthly Payment Rate	Months	Proposed Annual Amount
80	x	\$250.00	=	\$20,000	x 12	= \$240,000.00

Two hundred forty thousand dollars and zero cents.

Total number of public curbside receptacles		Monthly Rate (per receptacle per month)		Monthly Payment Rate	Months	Proposed Annual Amount
6	x	\$ _____	=	\$ _____	x 12	= \$ _____

2C. ADDITIONAL PUBLIC CURBSIDE RECEPTACLES

The clean-up, collection, transportation, disposal, and management of discards, as specified, in unlimited quantities, from any additional public curbside receptacles specified within the District.

EXAMPLE						
Estimated number of additional public curbside receptacles		Monthly Rate (per receptacle per month)		Monthly Payment Rate	Months	Proposed Annual Amount
10	x	\$250.00	=	\$2,500.00	x 12	= \$30,000.00
Thirty thousand dollars and zero cents.						

Estimated number of additional public curbside receptacles		Monthly Rate (per receptacle per month)		Monthly Payment Rate	Months	Proposed Annual Amount
20	x	\$ _____	=	\$ _____	x 12	= \$ _____

TASK 2 - TOTAL PROPOSED ANNUAL AMOUNT (FOR ITEMS 2A, 2B & 2C)

Proposed Annual Amount for Task 2A		Proposed Annual Amount for Task 2B		Proposed Annual Amount for Task 2C	Total Proposed Annual Amount for Tasks 2A + 2B + 2C
\$ _____	+	\$ _____	+	\$ _____	= \$ _____

\$

TASK 2 - TOTAL PROPOSED ANNUAL AMOUNT FOR ITEMS 2A, 2B, & 2C (WRITE OUT IN FULL)

**SCHEDULE OF PRICES
FOR
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)**

TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2

Total Proposed Annual Amount for Task 1		Total Proposed Annual Amount for Task 2		TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2
\$ _____	+	\$ _____	+	= \$ _____

\$ _____

TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL)

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

LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
PHONE	FAX	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:

BIDDER'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____ MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)
 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

	2007	2008	2009	2010	2011	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. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any 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 public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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'S 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 anti-discrimination 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

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.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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. 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

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to Bidder's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project 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 **10 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 additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Bidder: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION**YES****NO**

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)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- ☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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: _____

MESA HEGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)

BIDDER'S INSURANCE COMPLIANCE AFFIRMATION

Bidder's Name

Address

- ☐ If awarded the contract: Bidder will comply with the insurance coverage and performance bond provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements and the Twelfth paragraph of the Agreement 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 Exhibit B, Section 5, and the performance bond requirements specified in the Twelfth paragraph of the Agreement throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ Bidder will not comply with the insurance coverage and performance bond provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements and the Twelfth paragraph of the Agreement 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 Exhibit B, Section 5, and the performance bond requirements specified the Twelfth paragraph of the Agreement throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your bid will be immediately disqualified as non-responsive.

Bidder's Printed Name

Bidder's Signature

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; **AND**

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; **AND**

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:

**STATEMENT OF EQUIPMENT FORM
FOR
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)**

BIDDER'S NAME:
ADDRESS:
TELEPHONE:

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment. Bidder and any subcontractor acknowledge that vehicles used for automated collection must operate on liquid natural gas (LNG) or compressed natural gas (CNG), or other alternatives to diesel fuel as approved by the Director/Designee, as described in Section 1, Scope of Work, Task 1, Work Description, Item 12 Equipment. (Provide detailed write-up in the Work Plan as specified in Part 1, Section 2.A.8 Equipment) Initial _____ Date: _____

[illegible]

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)

BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB

Note: Proposer must check a box under each section. **Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, 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 three years' experience in the automated collection and managing of refuse and recyclable materials and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments.

- ☐ Yes. Bidder does meet the experience requirement stated above. (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 support this minimum mandatory requirement).

No. of Years	Description of Service

- ☐ No. Bidder does not meet the experience requirement stated above. **If you check this box, your Bid will be immediately disqualified as non-responsive.**

2. The Bidder and any subcontractor performing Task 2 must have a minimum of three years' experience in removal of discarded materials from alleys and public curbside receptacles collection.

- ☐ Yes. Bidder does meet the experience requirement stated above. (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 support this minimum mandatory requirement).

No. of Years	Description of Service

- ☐ No. Bidder does not meet the experience requirement stated above. **If you check this box, your Bid will be immediately disqualified as non-responsive.**

3. Bidder and any subcontractor must possess a valid Waste Collector Permit naming the Bidder and any subcontractor 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 of Los Angeles Department of Public Health.

☐ Yes. Bidder and any subcontractor possess a valid Waste Collector Permit naming the Bidder and any subcontractor 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 of Los Angeles Department of Public Health at the time of bid submission. (In addition to responding on this form, as specified in Part I, Section 3.A.9, License and Certifications, please attach a copy of the permit to your bid to support this minimum mandatory requirement).

☐ No. Bidder does not possess a valid Waste Collector Permit naming the Bidder and any subcontractor 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 of Los Angeles Department of Public Health at the time of bid submission and therefore does not meet the Permit requirement stated above. **If you check this box, your bid will be immediately disqualified as non-responsive.**

4. The Bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.11, Bid Guaranty.

☐ Yes. Bidder's submitted a Bid Guaranty in accordance with the IFB. (In addition to responding to this form, as specified in Part I, Section 2.A.11, Bid Guaranty, please attach the Bid Guaranty to your Bid to support this minimum mandatory requirement).

☐ No. Bidder did not submit a Bid Guaranty as outlined in Part I, Section 2.A.11 and therefore does not meet the Bid Guaranty requirement stated above. **If you check this box, your bid will be immediately disqualified as non-responsive.**

I declare under penalty of perjury that the above information is true and accurate.

Bidder's Name:	
Address:	
Authorized representative:	
Signature:	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.8., "**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.8 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.8., "**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): _____



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 four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small 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/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

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

[http://lacounty.info/doing business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

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

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

Thank you for your cooperation and attention.

Agreement



BY AND BETWEEN

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

AND

(NAME OF CONTRACTOR)

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SAMPLE AGREEMENT FOR

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (hereinafter referred to as (DISTRICT) and [NAME OF CONTRACTOR] a [Form of Entity], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the DISTRICT of the CONTRACTOR'S bid filed with the DISTRICT on _____ 2013, hereby agrees to provide services as described in the attached specifications for services of collecting/disposing of refuse and for collecting/managing recyclable material and green waste from all single-family and multifamily residences, businesses, commercial establishments, and industrial establishments within the DISTRICT as described herein, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work – Task 1; Exhibit A.2, Scope of Work – Task 2; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Mesa Heights Garbage Disposal District Map; Exhibit F, Collection Route Maps for the Mesa Heights Garbage Disposal District; Exhibit G, Solid Waste Monitoring and Reporting Forms; Exhibit H, Complaint Log; Exhibit I, Bond for Faithful Performance; Exhibit J, Los Angeles County Code, Title 20, Chapter 20.90, Part 11, Mesa Heights Garbage Disposal District; Exhibit K, Assessor Parcels and Refuse Units; Exhibit L, Disposal Diversion Quantities; Exhibit M, Public Curbside Receptacle Locations; Exhibit N, Map of Alleys; Exhibit O, Defaulted Property Tax Reduction Program; Exhibit P, Parent Guaranty; the CONTRACTOR'S bid, all attached hereto; the Invitation for Bids; and Addenda to the Invitation for Bids, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute an integral part of the Contract Documents.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the Director of Public Works (Director) to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2, an amount of \$_____ per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of seven years commencing on _____. The COUNTY shall have the sole option to extend this Contract term for up to three additional one-year periods for a maximum total Contract term of ten years. Each such option and extension shall be exercised at the sole discretion of

the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. The DISTRICT, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: 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.

SIXTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager acting on behalf of the DISTRICT is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

SEVENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's 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 Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

EIGHTH: The CONTRACTOR shall have no claim against the DISTRICT for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the DISTRICT and shall immediately repay all such funds to the DISTRICT. Payment by the DISTRICT for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the DISTRICT'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

NINTH: The DISTRICT may adjust the number of refuse units subject to Exhibit A.1, Section 2.A.2, Unit Counts and Payment Rates. The DISTRICT may adjust the initial monthly unit rate of compensation set forth in Form PW-2 (Schedule of Prices) subject to Exhibit A.1, Section 2.B, Petition to Adjust Monthly Unit Rate.

TENTH: In the event that terms and conditions, which may be listed in the

CONTRACTOR'S bid, conflict with the DISTRICT'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through P, inclusive, the DISTRICT'S provisions shall control and be binding.

ELEVENTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

TWELFTH: A faithful performance bond, in substantially the form attached as Exhibit I, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the DISTRICT, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by the CONTRACTOR in a manner that is satisfactory and acceptable to the DISTRICT. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to DISTRICT conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the DISTRICT upon demand and in a sum not less than 50 percent of the annual Contract price may be acceptable. Failure to Maintain Coverage - Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the DISTRICT may immediately terminate or suspend this Contract. The CONTRACTOR shall pay all security premiums, costs, and incidentals.

THIRTEENTH: This Contract constitutes the entire agreement between the DISTRICT and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

Los Angeles County Board of
Supervisors, the governing body of
MESA HEIGHTS GARBAGE DISPOSAL
DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Date

SECTION 1

SCOPE OF WORK

TASK 1

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2012-GDD047)

TASK 1

A. Public Works' Contract Manager

Public Works' Contract Manager (Designee) will be Mr. Steven Milewski of Environmental Programs Division, who may be contacted at (626) 458-3573 or at smilewski@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

The Contract Manager is authorized by the District and the Director of Public Works to request work of the Contractor. The Contract Manager may designate other Public Works representatives (PWR) to also request work of the Contractor. Public Works may change the Contract Manager at any time. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

County of Los Angeles, Mesa Heights Garbage Disposal District, see Exhibit E, District map.

C. Work Description

1. General

a. Required Work

The work to be performed under these Specifications shall include the furnishing of all labor, supervision, materials, and equipment necessary for the automated collection, transportation, and disposal of Refuse, and the separate automated collection and management of Recyclable Materials and Green Waste as defined in Exhibit B, Section 1.B, Definitions, from all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the territory of the County included in the aforementioned District.

Any solid waste services provided to land, buildings, or facilities

2012-GDD047

owned or controlled by the County or any other entity governed by the Board, the Federal government, the State of California, any school district, or any entity that is excluded by law, will be excluded from this Contract.

b. District Boundaries

The boundaries of the District are defined by resolution of the Board establishing this District. The District's boundaries may be changed or altered during the term of this Contract.

c. Disposal of Refuse

Contractor shall dispose of Refuse at permitted facilities pursuant to Title 20 of the Los Angeles County Code, and all other Federal, State, and local laws and regulations. Except as noted otherwise, Contractor shall not collect, transport, or dispose of hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this Contract.

Unless otherwise approved in writing by the Director/Designee, Contractor shall not dispose of Recyclable Materials and Green Waste in a disposal site and/or transformation facility.

The Director/Designee reserves the right to direct Refuse, Recyclable Materials, and/or Green Waste to a specific site or facility upon agreement with the Contractor on the amount of any additional compensation. The District will compensate the Contractor for any direct costs (such as increased tipping fees) which the Contractor incurs following delivery of materials to a District-designated solid waste facility instead of to a Contractor-selected solid waste facility.

d. Standard of Performance

The work shall be done in a thorough and professional manner to the satisfaction of the Director/Designee. The Director/Designee shall approve or disapprove Contractor's performance under this Contract. Contractor shall have the exclusive duty, right, and privilege to collect, transport, dispose and manage all Refuse, Recyclable Materials, and Green Waste generated within the District in return for the exclusiveness of this Contract and other considerations provided for herein. Contractor agrees to collect, transport, dispose and manage all Refuse, Recyclable Materials, and Green Waste generated within the District, except as herein provided.

All Refuse, Recyclable Materials, and Green Waste collected by Contractor shall be and become Contractor's property from the time it is deposited at the curbside or locations otherwise designated for such collection.

The exclusive provisions hereof shall not preclude any person, firm, or corporation within the District who requires daily or other service in excess of the minimum service herein provided, insofar as it pertains to the collection of Refuse, Recyclable Materials, and Green Waste from entering into a separate agreement with either Contractor or with some other person, firm, or corporation not connected with the District, for such service. On a monthly basis the Contractor shall forward a comprehensive list to the Director/Designee identifying those properties that chose to enter into a separate agreement with either the Contractor or with some other person, firm, or corporation not connected with the District, for such service.

Contractor may not commingle, in its vehicles or otherwise, any Refuse, Recyclable Materials, and Green Waste that it collects with any other materials that it collects in cities without the express prior written consent of the Director/Designee, who may require documentation to substantiate what was collected in the District.

e. Questionnaire

Contractor shall develop and distribute a questionnaire for all residents in the District for feedback regarding each program offered. The questionnaire will serve as a tool to help measure the effectiveness of each program.

The questionnaire should be mailed to all residents in the District within six to nine months of the program startup date, with a minimum of three to five questions. Contractor shall obtain approval from the Director/Designee one month prior to the mail out. Each year thereafter the Contractor shall develop and distribute a similar questionnaire to continue to solicit feedback from residents.

2. Frequency of Collection for Residences

Contractor shall make automated and separate collection of Refuse, Recyclable Materials, and Green Waste on the same day each calendar week, between the hours of 7 a.m. and 5 p.m. Collections shall be made on the same day of each succeeding week. The existing route schedule

shown on Exhibit F shall be maintained unless otherwise approved by the Director/Designee. The frequency of collection for Refuse, Recyclable Materials, and/or Green Waste may be reduced at the discretion of the Director/Designee.

Contractor shall be required, upon oral or written request from the Director/Designee, to return to any collection route to collect Refuse, Recyclable Materials, and Green Waste left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

3. Frequency of Collection for Multifamily Residences, Hotels and Motels, Businesses, Commercial Establishments, and Industrial Establishments

Contractor shall make automated and separate collection of Refuse, Recyclable Materials, and Green Waste from Multifamily Residences, hotels and motels, Businesses, Commercial Establishments, and Industrial Establishments that have five or more refuse units utilizing dumpster(s) twice each calendar week, on the same day(s) of each week, between the hours of 7 a.m. and 5 p.m., excluding Sundays and holidays. The frequency of collection for Refuse, Recyclable Materials, and/or Green Waste may be reduced at the discretion of the Director/Designee.

Contractor shall make automated and separate collection of Refuse, Recyclable Materials, and Green Waste from multiple adjacent parcels with a combined total of five refuse units or more twice each calendar week. The frequency of collection for Refuse, Recyclable Materials, and/or Green Waste may be reduced at the discretion of the Director/Designee.

Frequency of collection for Multifamily Residences, hotels and motels, Businesses, Commercial Establishments, and Industrial Establishments may be reduced to once during each calendar week upon written request from the property owners. The frequency of collection for Refuse, Recyclable Materials, and/or Green Waste may be further reduced at the discretion of the Director/Designee.

4. Frequency of Collection for Commercial Food Establishments

Contractor shall make daily automated and separate collections of Refuse, Recyclable Materials, and Green Waste from commercial food establishments between the hours of 7 a.m. and 5 p.m., except on Sundays and holidays.

Commercial food establishments shall include restaurants, food markets, bakeries, catering establishments, and/or other food processors, manufacturers, or distributors located within the District. All collections of Refuse, Green Waste, and Recyclable Materials from above

establishments shall be made from an area outside of the building, designated by the owner or operator of the establishment for the storage of Refuse, Recyclable Materials, and/or Green Waste. Contractor shall collect Refuse, Recyclable Materials, and Green Waste from commercial food establishments with suitable leak-proof, collection vehicles and equipment. The frequency of collection for Refuse, Recyclable Materials, and/or Green Waste may be reduced at the discretion of the Director/Designee.

5. Holiday Collections

When the collection day falls on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas, or when any of the foregoing holidays occurs on a Saturday and/or Sunday, but is legally observed on the previous Friday and/or the following Monday, Contractor shall choose one of the following options, which shall be effective for the life of this Contract:

- a. Collect one day prior to or one day after the holiday, provided that regular collection can be maintained on scheduled days during the remainder of the week; or
- b. Collect one day after the holiday and one day later than the regularly scheduled day during the remainder of the week.

Contractor shall submit to the Director/Designee the Contractor's selected option for the holiday collection schedule. Contractor's intention for holiday collection shall be clearly stated in the individual special notice mailed or delivered to Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments, other than commercial food establishments of the District, at least two weeks prior to each holiday and further provide that one collection is made during each calendar week.

6. Automated Collection Services - Minimum Standards

a. Cart Sizes and Quantities

One set of three carts for Refuse, Recyclable Material, and Green Waste shall be provided per refuse unit. The total number of refuse units assigned to the parcels of real property within the District is specified in this Exhibit's Section 2.A.2, Unit Count and Payment Rates, and in Exhibit K, Assessor Parcels and Refuse Units. Unless directed otherwise by the Director/Designee or upon a District customer's request for smaller carts, Contractor shall:

- 1) Provide sufficient numbers of 96-gallon Refuse carts free of charge to each dwelling unit of all Residences, Multifamily Residences, Businesses, Commercial Establishments and Industrial Establishments within the District.
- 2) Provide sufficient numbers of 64-gallon Recyclable Material carts free of charge to each dwelling unit of all Residences, Multifamily Residences, Businesses, Commercial Establishments and Industrial Establishments within the District.
- 3) Provide sufficient numbers of 96-gallon Green Waste carts free of charge to each dwelling unit of all Residences, Multifamily Residences, Businesses, Commercial Establishments and Industrial Establishments within the District.
- 4) For Residences, hotels/motels, Multifamily Residences, Businesses, Commercial Establishments and Industrial Establishments with limited space for storage of multiple carts and/or limited curb space for placing multiple carts, Contractor shall accommodate customized cart needs, including provisions for smaller carts in lieu of the standard sizes at no extra charge, on a case-by-case basis, without any cost to the owner, tenant, manager, or homeowner association of said properties. Contractor may provide dumpster(s) of 1, 2, or 3 cubic yard capacities to Multifamily Residences, Businesses, Commercial Establishments and Industrial Establishments with three or more refuse units for the automated and separate collection of Refuse, Recyclable Materials, and Green Waste upon arrangements made between Contractor and the property owners, tenants, managers, and/or homeowner associations. Contractor shall employ the approach, strategy, and methodology outlined in the Contractor's bid for conducting automated collection services including those with limited cart storage and curbside space.
- 5) No fee shall be charged to Multifamily Residences, hotels/motels, Businesses, Commercial Establishments, and Industrial Establishments for dumpster(s) as long as the total weekly capacity of the dumpster does not exceed the maximum cart capacity allotted for each Multifamily Residence, hotels/motels, Business, Commercial Establishment, and Industrial Establishment based on their respective refuse unit assignments.

- 6) In the District, there may be some senior citizens, disabled Residents, and other customers who prefer smaller carts, which may be more suitable for transportation or storage. At the request of these customers, or as directed by the Director/Designee, Contractor shall make appropriate arrangements with these customers to provide smaller carts of capacities such as 64-gallon, 32-gallon, or other appropriate sizes. Smaller carts, in lieu of the standard sizes, shall be provided at no extra charge to the customers. Multiple smaller carts shall also be provided at no extra charge to the customers upon request, as long as the combined capacity of the smaller carts for Refuse, Recyclable Material, and Green Waste does not exceed that of the standard sizes for Refuse, Recyclable Materials, and Green Waste.

b. Cart Design and Features

The carts shall meet the following minimum requirements:

- 1) The design and dimensions of all the carts for automated collection of Refuse, Recyclable Materials, and Green Waste shall be subject to the Director/Designee's review and approval. Each cart shall be equipped with a tightly fitted cover to prevent intrusion of rainwater, rodents, birds, flies, and the emission of odors; wheels on the base; and handle on the back for easy transportation as well as other features to facilitate automated collection. The cover shall be of such design and weight that would prevent an empty cart from tilting backward when lifting the cover open. The cover shall be hinged to the cart body in such a manner to enable the cover to be fully opened, free of tension, to a position whereby it may rest against the backside of the cart body. The hinge assembly shall not be capable of being readily removed by the public by hand or with ordinary tools.
- 2) The carts shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials. A conspicuous notice shall be affixed on the cart warning that the disposal of hazardous waste in the cart is prohibited. The notice shall be written in both English and Spanish.
- 3) The colors for each of the three carts for the automated and separate collection of Refuse, Recyclable Materials, and Green Waste shall be distinctively: black for Refuse, blue for

Recyclable Materials, and green for Green Waste. The Director/Designee will consider and may approve any alternative colors proposed by the Contractor. Each cart on its front side shall clearly display the name of the Contractor, phone number, a unique serial number, and the contents for which the cart is designated.

- 4) Contractor shall display on the cover of each cart instructions for the proper deposit of Refuse, Recyclable Materials, and Green Waste in the appropriate carts as well as information on how to request for replacement and/or additional carts. The label shall be no smaller than 12 x 18 inches in size and shall be written in both English and Spanish. The name and telephone number of the Contractor and the name of the District shall also be displayed on the label.

c. Dumpster Design and Features

The dumpster shall meet the following minimum requirements:

- 1) A dual-hinged lid to prevent intrusion of rainwater, rodents, birds, and flies; to prevent the contents from being carried or deposited by the elements onto any street, sidewalk, other public property, or any other private property; and to prevent the emission of odors.
- 2) Reinforced wheel assembly on the base for easy transportation.
- 3) A design to withstand extreme temperatures and long-term exposure to the sun as well as other features to facilitate the separate collection of Refuse, Recyclable Materials, and Green Waste.
- 4) A conspicuous notice shall be affixed on the dumpsters warning that the disposal of hazardous waste in the dumpsters is prohibited. The notice shall be written both in English and Spanish.
- 5) Each dumpster on its front side shall clearly display the name of the Contractor, a unique serial number, and the designated contents.

d. Carts and Dumpsters Distribution and Collection

- 1) Unless otherwise directed by the Director/Designee, delivery of all carts and/or dumpsters to Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments as specified above shall occur no later than one week prior to "commencement of this Contract" (the date service is to commenced).
- 2) Contractor shall provide a secure location for inventory and storage of the carts and/or dumpsters. All the carts and/or dumpsters shall be distributed to all Residences and Multifamily Residences, Businesses, Commercial and Industrial Establishments at Contractor's own cost.
- 3) Contractor shall prepare and distribute a notice/flyer along with the carts and dumpsters to all Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments describing the District's automated collection services, purpose and designated use of each cart and dumpster, location where the carts and dumpsters are to be placed for collection, care of the carts and dumpsters, collection schedule, guidelines and rules for receiving automated collection services, tag for noncollection, procedures for requesting additional carts and dumpsters, and toll-free telephone numbers for Contractor for requests and inquiries from the Residents, Multifamily Residents, Businesses, Commercial and Industrial Establishments. In the notice/flyer, Contractor shall advise all Residents and Multifamily Residents, Businesses, Commercial and Industrial Establishments within the District to refrain from parking vehicles along the curb of the streets on the schedule collection day where access to the cart(s) may be blocked. Further, Contractor shall also advise all Residents, Multifamily Residents, Businesses, Commercial and Industrial Establishments, if applicable, to trim or remove tree branches over the collection area that may hinder Contractor's operation for providing automated collection services.
- 4) Upon the request of the Director/Designee, Contractor shall provide the Director/Designee with a listing of the quantities and serial numbers of each cart and dumpster for Refuse, Recyclable Material, and Green Waste delivered to each Residence, Multifamily Residence, Business, Commercial Establishment, and Industrial Establishment.

- 5) All carts and dumpsters for Refuse, Recyclable Materials, and Green Waste, shall remain the property of Contractor. At the termination of this Contract, as defined in Exhibit B, Section 3.B., Termination/Suspension for Convenience, and/or dissolution of the District pursuant to this Exhibit's Section 2.D, Dissolution of District, Contractor shall collect the previously provided carts and dumpsters from all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District. Additionally, in the event of a reduction in the District's territories, Contractor shall collect the previously provided carts and dumpsters from those Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments that are no longer located within the District.

The Contractor shall be liable, financially or otherwise, for collecting carts and dumpsters from Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District. The District will not be liable, financially or otherwise, for collecting carts and dumpsters from Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District.

e. Extra Carts and Dumpsters

All Residences and Multifamily Residences, within the District that use carts may request from Contractor one extra cart for Recyclable Material and/or one extra cart for Green Waste upon request, in addition to the quantities allotted in this Exhibit's Section 1.C.6.a, Cart Sizes and Quantities, at no additional fee to the Residences, Multifamily Residences, or the District.

If Residences and Multifamily Residences request an additional extra cart for Refuse, and/or request extra carts for Recyclable Materials and Green Waste beyond the allotted extra free carts as described above, the customer shall pay the Contractor a one-time fee in accordance with the price indicated on Form PW-2, Schedule of Prices, and shall reflect the cost for the use of the cart during the term of this Contract. No additional fees shall be charged for the collection and disposal of Refuse or collection and management of Recyclable Materials and Green Waste from any extra carts. The rate for the extra cart is fixed for the duration of this Contract.

Contractor shall inform Residents and, Multifamily Residents that costs for any extra carts will be borne by the Residents and Multifamily Residents. Contractor shall be responsible for the delivery of any extra cart within 24 hours upon receipt of request. Contractor shall collect the fee for extra carts directly from the Residences and Multifamily Residences. Under no circumstances will the District be financially liable for any delinquent payments due to Contractor for any extra carts. Upon collecting the one-time fee per extra cart, Contractor shall collect Refuse, Recyclable Materials, and/or Green Waste from any extra cart free of charge to the Residences, Multifamily Residences, or the District.

All Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments within the District may request from Contractor a one cubic yard dumpster or two 96-gallon carts for Recyclable Material and/or a one cubic yard dumpster or two 96-gallon carts for Green Waste upon request, in addition to the quantities allotted in this Exhibit's Section 1.C.6.a, Cart Sizes and Quantities, at no additional fee to the Businesses, Commercial Establishments, and Industrial Establishments or the District.

If Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments that use a dumpster request an extra dumpster for Refuse, Recyclable Materials, and Green Waste beyond the allotted extra free carts as described above, the customer shall pay the Contractor for services as agreed upon with the Contractor. However, if the Contractor provides Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments with either an extra dumpster or extra carts and additional Recyclable Material or Green Waste disposal capacity is required, within one week of a customer's request, the Contractor shall provide that customer with an additional container of the type and in the capacity requested by the customer and collect it at the frequency requested by the customer. The Contractor shall charge customer 1/2 the monthly unit rate for Task 1, Item 1A as indicated on Form PW-2, Schedule of Prices. The Contractor shall not identify or itemize any charge for recycling for customer, including on customers invoices.

Contractor shall inform Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments that costs for any extra carts or dumpsters will be borne by the Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments requesting the cart or dumpster. Contractor shall be responsible for the delivery of any extra dumpster within 24 hours upon receipt of request. Contractor shall

collect the fee for extra dumpsters directly from the Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments. Under no circumstances will the District be financially liable for any delinquent payments due to Contractor for any extra carts.

Contractor shall maintain records of all extra carts and dumpsters provided to Residences Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District. These records shall be made available to the Director/Designee upon request during the term of this Contract.

f. Damaged Carts and Dumpsters

Contractor shall repair all damaged but repairable carts and dumpsters upon written or oral notice from the Residents, Multifamily Residents, Businesses, Commercial Establishments, Industrial Establishments, and/or the Director/Designee. All repaired carts and dumpsters shall be returned to the Residents, Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments prior to the next scheduled collection day. In the event that the damaged carts and/or dumpsters cannot be repaired prior to the next scheduled collection, Contractor shall provide the Resident, Multifamily Resident, Business, Commercial Establishment, or Industrial Establishment who has a damaged but repairable cart and/or dumpsters, with a temporary cart and/or dumpster without charge until such time the repaired cart and/or dumpster has been returned to the Resident, Multifamily Resident, Business, Commercial Establishment, or Industrial Establishment.

Contractor shall pick up any damaged cart and dumpster that cannot be satisfactorily repaired, from Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District and provide replacements without charge upon written or oral notice from the Residents, Multifamily Residents, Businesses, Commercial Establishments, Industrial Establishments, or the Director/Designee. All replacement carts shall be provided prior to the next scheduled collection day(s) after receipt of notice from Residents, Multifamily Residents, Businesses, Commercial Establishments, Industrial Establishments, and/or the Director/Designee.

Contractor shall maintain and store a sufficient number of carts for replacement of damaged carts to ensure continuous service without interruption.

g. Graffiti

Contractor shall remove any graffiti and other markings that deface or detract from the aesthetic quality of the carts and dumpsters within two business days of observing such graffiti or markings or upon request by the Director/Designee. In lieu of removing such graffiti or markings, Contractor may replace such carts and dumpsters with in-kind replacements that are clear of such graffiti and markings.

h. Lost or Stolen Carts

Contractor shall replace lost or stolen carts without charge to the Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments upon request from the owners, tenants, or occupants of said properties. Contractor shall replace carts within 24 hours upon receipt of request. It is the Contractor's responsibility to monitor unreasonable and/or questionable requests from the Residents, Multifamily Residents, Businesses, Commercial Establishments, or Industrial Establishments for replacement of lost or stolen carts.

Contractor shall maintain a record of those Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments, which have requested a new cart to replace a lost or stolen cart. Contractor shall report in writing all unreasonable and/or questionable requests for replacement of lost or stolen carts with supporting documents to the Director/Designee. The Director/Designee will investigate such incidents and respond in writing to Contractor.

7. Placement of Carts and Dumpsters

Unless otherwise directed by the Director/Designee, automated collections of Refuse, Recyclable Materials, and Green Waste shall be made from each cart placed within the public road right-of-way adjacent to the curb or parkway in front of the dwelling, vacant lot, place of Business or human habitation, and where paved or unpaved alleys serve such properties; on the public road right-of-way adjacent to the private property line in the alley; the edge of private road right-of-way; and upon approval of the Director/Designee, from the areas on private property designated by the owner or occupant.

Collection shall also be made from said paved or unpaved alleys, except that the requirement shall not apply to a blind alley. Contractor shall provide the necessary suitable equipment to serve alleys within the District.

If for any reason the area or enclosure or approaches thereto are deemed unsafe by Contractor, no collection need be made, provided the Director/Designee is first advised and concurs therein.

Refuse, Recyclable Materials, and Green Waste shall be collected from homes, courts, business establishments, etc., situated on roads other than dedicated or improved highways. Contractor, however, is not required to make collections from such places when the roads are impassable after rainy periods or in areas isolated by the inability to ford creeks or washes.

Should any dumpster be provided as an alternative mechanism for providing automated collection services to Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments, Contractor may make collection from the location where any dumpster is placed within said property.

In the event the presence of parked vehicles, low-hanging tree branches, narrow travel ways, hilly terrain, or other conditions exist which hinder Contractor's vehicular access to perform automated collections, Contractor is required to manually move/transport carts and/or dumpsters to an unobstructed area to facilitate the operation of the automated collection by Contractor.

Contractor, its agents, and/or employees shall not throw or drop Refuse, Recyclable, and/or Green Waste carts from the truck to the pavement, nor handle such carts in a manner causing damage to the carts or the pavement. After collections, all carts and/or dumpsters shall be returned to the location from which they were found by Contractor prior to collection. All carts and dumpsters shall be placed in a manner which would not unduly obstruct vehicular travel ways and/or pedestrian walkways.

The intent of the Resident or tenant shall be expressed by his/her act in placing any Refuse, Recyclable Materials, and Green Waste at the place of collection the night before the scheduled day of collection. Contractor may consider such placement as prima facie evidence of the intention of the Resident or tenant to have such Refuse, Recyclables, and Green Waste removed under this Contract.

In a market, store, apartment, or business where there are various concessions and different owners or lessees, each owner or lessee of a concession shall be subject to the same privileges, provisions, and restrictions as if they were in a separate building.

8. Method of Storage in Carts for Collection

All Refuse, Recyclable Materials, and Green Waste for collection shall be deposited by Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments in the carts provided by Contractor.

Refuse, Recyclable Materials, and Green Waste which are not deposited in the appropriate cart provided by Contractor, will not be collected by Contractor unless otherwise directed by the Director/Designee, except for bulky items as specified in Exhibit A.1, Section 1.C.9, Special Collection Services; Christmas trees; and discards as part of the Annual Cleanup Campaign as specified in Exhibit A.1, Section 1.C.20.

Contractor shall instruct the property owners or tenants of all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments that there should not be anything placed on top of the cart or sticking out of the cart.

Contractor shall manually provide cart roll-out for all or a portion of the collection at the request of any residential or multifamily customer who are elderly or disabled, without charge. These services include the following:

- a. Dismounting from the collection vehicle, moving carts from their storage location to the collection vehicle and returning them to their storage location.
- b. Carrying bulky items, covered and consumer electronic devices, major appliances/white goods, and construction and demolition debris as identified in this Exhibit's Section 9.

Elderly or disabled customers must meet both of the following qualifications:

- a. The customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.
- b. The customer certifies that there is no able-bodied individual in the customer's household who can roll out carts to the curb.

Elderly means age 62 or older as evidenced by a driver's license or other document issued by a governmental entity, and disabled means someone who suffers from a disability as evidenced by a letter from their medical physician.

9. Special Collection Services

Contractor shall collect all bulky items, covered electronic waste or covered e-waste as defined under Section 42463(g) of the Public Resources Code (PRC), major appliances/white goods, Refuse, Green Waste, minor construction debris, and other discards, at no charge, in unlimited quantities, from all Residences, Multifamily Residences, Businesses, Commercial Establishments, Industrial Establishments, and streets. Collections shall be made on the same day each calendar week, between the hours of 7 a.m. and 5 p.m., in accordance with the route schedule shown on Exhibit F. All materials collected shall be recycled to the maximum extent feasible. Collections within the designated routes/areas shall be made on the same day of each succeeding week and the schedule shall be maintained unless otherwise approved by the Director/Designee.

a. **Bulky Items**

Bulky items consist of large discards such as furniture, outdoor furnishings, household bedding, mattresses, box springs, lumber, tires, and other bulky items that are placed out at the curb or in streets for disposal.

b. **Covered and Consumer Electronic Devices**

Covered electronic waste or covered e-waste as defined under Section 42463(g) of the Public Resources Code (PRC) shall not be discarded in the carts provided by Contractor. Covered e-waste, covered electronic device and other consumer electronic device, or any component of an electronic device including, but not limited to, computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, and some appliances as described in Section 66273.3(a) of Title 22, Division 4.5, Chapter 23, Article 1 shall not be discarded in the carts provided by Contractor.

Covered electronic devices and other consumer electronic devices collected shall not be mixed with regular Refuse or other recyclables. Covered electronic devices and other consumer

electronic devices shall be managed according to Title 22, Division 4.5, Chapter 23, Article 1, Section 66273.1 et seq.

c. Major Appliances/White Goods

Contractor shall provide a sufficient number of dedicated, noncompacting trucks and employees for collection of major appliances/white goods and other metallic discards as defined in Exhibit B, Section 1.B, Definitions. Major appliances and metallic discards collected shall be recycled to the maximum extent feasible. All "materials which require special handling" as defined in Exhibit B, Section 1.B, Definitions, shall be removed from major appliances and other metallic discards in which they are contained in accordance with requirements of Section 42175 of the PRC, as amended, and other Federal and State laws and regulations.

d. Construction and Demolition Debris

Construction and Demolition Debris consists of combustible and noncombustible discards resulting from minor repairs or demolition of buildings or resulting from minor construction activities, such as dirt, concrete, rocks, and bricks.

10. Sharps Containers and Collection

Within one week of a Residential customer request, Contractor shall provide the customer at that customer's residential premises, without charge, with the following:

- a. An approved sharps container that has at least a 1 gallon capacity (up to four per year) for discard of sharps in accordance with any Federal, State, and local laws and regulations.
- b. If further requested, a pre-paid postage container for mailing back the approved sharps container in accordance with any Federal, State, and local laws and regulations.

Contractor shall collect, transport, and dispose of materials, without charge, in accordance with any Federal, State, and local laws and regulations.

11. Public Education and Outreach

Contractor shall develop, disseminate, and conduct a comprehensive public education and outreach regarding the District's services for all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District to maximize diversion of Recyclable Materials, Green Waste, bulky items, Sharps, covered electronic devices, and other consumer electronic devices. The public education and outreach components shall include, but not be limited to, the following:

a. Written Notices and Outreach Materials:

Within ten business days upon award of this Contract (the date the contract is approved by the Board and executed by both parties), Contractor shall, in coordination with the Director/Designee, develop well-designed promotional and educational materials regarding the District's services for all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District. Upon approval of the promotional and educational materials by the Director/Designee and no later than one month prior to commencement of this Contract, Contractor shall disseminate the promotional and educational materials to all Residences, Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments through the U.S. Postal Service and/or forwarded by a door-to-door delivery service.

Thereafter, on a quarterly basis, Contractor shall develop and distribute well-designed promotional and educational materials/newsletters regarding the District's services to all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District, through the U.S. Postal Service with prepaid postage, and/or a door-to-door delivery service.

All outreach materials/newsletters shall be printed in color and approved by the Director/Designee prior to reproduction, and shall include, but not be limited to, all or a combination of the following information:

- Name of District
- Contractor's name and telephone number
- Contractor's regular and special collection services
- Number and size of carts to be provided

- Map delineating the boundaries of the District and collection areas
- Collection schedule; day of collection for each area
- Holiday collection schedule
- Free bulky items collection service
- Free carts for recyclables and green waste
- Public Works' name and telephone number
- Printed in both English and Spanish
- Other pertinent service information as identified/approved by the Director/Designee
- Sharps services
- E-Waste services
- Recyclables services
- Green waste services

Contractor shall provide satisfactory proof of notification to the Director/Designee within 30 calendar days of the date of notification. Satisfactory proof shall include, but not be limited to, official proof of delivery issued by the U.S. Post Office and/or a bonded direct mailing firm and an original notification. Failure to submit the proof will be construed as Contractor's failure to complete notification as required above. Such failure shall be subject to penalties, as stated in Exhibit A.1, Section 2, F12, Liquidated Damages.

b. Community Meetings

Prior to commencement of this Contract, Contractor shall conduct up to four community meetings to inform all Residents, Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments within the District of the District's services. The meeting locations as well as its setup and arrangements shall be subject to the Director/Designee's prior approval. In these meetings, Contractor shall present and discuss elements of the District's automated collection services and provide answers to all the questions regarding the District's services. Up to two of the meetings shall be held in the evening on a weekday, and up to two of the meetings shall be held on separate Saturdays.

At least two weeks prior to the scheduled community meetings, Contractor shall notify all Residents, Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments within the District of the time and place of each meeting by written notice forwarded to all Residences, Multifamily Residences, Businesses, Commercial Establishments, and

Industrial Establishments in the District through U.S. Postal Service, and/or by a door-to-door delivery service.

Upon request by the Director/Designee throughout the duration of this contract, Contractor shall attend or conduct community meetings, such as local fairs or other civic events, among Residents, Multifamily Residents, Businesses, Commercial Establishments, and Industrial Establishments within the District, to provide information on District services. Meetings may be with individuals, property owners, businesses, multifamily complexes, property managers, community organizations, homeowner's associations, town councils, and others at the discretion of the Director/Designee. During these meetings/events, Contractor shall operate recycling information booths and distribute flyers, promotional items, reusable bags, pamphlets, and other materials, in color, approved by the Director/Designee to encourage District residents to recycle as referenced in Section 22, Special Cleanup Projects and Public Events.

12. Vehicles

Contractor shall provide a sufficient number of fully automated collection vehicles for the separate collection of Refuse, Recyclable Materials, and Green Waste from all Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District.

Contractor shall use automated collection vehicles of appropriate sizes, capacities, and functions to provide automated collection services in areas of the District with narrow streets, alleys and bridges, one-way streets, steep roadway gradients, limited roadway curve radii, variable pavement thicknesses, improved and unimproved roadway surfaces, and variable vertical and horizontal clearances.

Vehicles used for automated collection must operate on liquid natural gas (LNG) or compressed natural gas (CNG), or other alternatives to diesel fuel as approved by the Director/Designee. Collection vehicles that operate on fuel other than LNG or CNG, may be approved by the Director/Designee on a case-by-case basis. The use of alternative fuel vehicles for ancillary collection activities is encouraged but not required.

The Contractor shall also be required to provide noncompacting vehicles for the collection of white goods, which may contain chlorofluorocarbons.

Only those collection vehicles approved by the Director/Designee for collecting Refuse, Recyclable Materials, and Green Waste shall be used in the District.

Contractor shall possess and maintain a sufficient number of spare fully automated collection vehicles for the separate collection of Refuse, Recyclable Materials, and Green Waste in the District to maintain the collection schedule at all times. All fully automated collection vehicles shall be equipped with adequate radio/communication equipment for office-to-field communication.

All Contractor's vehicles used to collect, transport, and dispose of Refuse, Recyclable Material, and/or Green Waste in the District shall be so constructed such that liquids, Refuse, Recyclable Materials, or Green Waste will not blow, fall, sift, or leak out of the truck into the street.

Each Contractor's vehicle used to collect, transport, and dispose of Refuse, Recyclable Materials, and/or Green Waste in the District shall be equipped with an adequate shovel and broom. Contractor and/or its employees shall pick up any Refuse, Recyclable Materials, and Green Waste deposited upon the streets, roads, highways, sidewalks, public, or private property by reason of the activities of Contractor.

All Contractor's vehicles used to collect, transport, and dispose/manage Refuse, Recyclable Materials, or Green Waste in the District shall, at all times, be kept reasonably clean, in good mechanical condition, and well painted, all to the satisfaction of the Director/Designee. All such vehicles shall be painted the same color or colors.

The words in the following order: "County of Los Angeles, Mesa Heights Garbage Disposal District," and the "Contractor's Name or Firm Name," together with Contractor's "Phone Number," shall be printed or painted in legible letters, not less than 4 inches in height, on both sides of all trucks and conveyances used in the District in performance of this Contract.

All of Contractor's vehicles and equipment used in the collection of Refuse, Recyclable Materials, or Green Waste shall be stored in a reasonably clean and sanitary place when not in use. Contractor shall comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

Contractor shall maintain records of inspections and maintenance of all mechanical equipment used in providing the required services in the District to ensure that all collection vehicles are safe to operate within the District at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, California

Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. All inspection and maintenance records shall be open to inspection by the Director/Designee.

Should the Director/Designee at any time give notification to Contractor that any collection vehicle or other conveyance is not in compliance with the Director's, and/or the County of Los Angeles Department of Health Services (Health Officer), and/or the South Coast Air Quality Management District's standards, such vehicle or other conveyance shall be forthwith removed from service by Contractor and not again so employed hereunder until inspected and approved by the Director/Designee and/or the Health Officer. Contractor shall be held responsible for maintaining the collection schedule in such instances.

The Contractor shall comply with all related County Ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates.

If applicable, Contractor shall comply with all the provisions of Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, issued by the South Coast Air Management District for all new or replacement of collection vehicles purchased after July 1, 2001, for work performed under this Contract. Contractor shall comply with all the provisions of the Diesel Particulate Matter Control Measures as prescribed under Title 13 of the California Code of Regulations (CCR), Division 3, Chapter 1, Article 4, Section 2020 et seq. Contractor shall provide the Director/Designee a report to include compliance with all the requirements, best available control technology used on each engine or collection vehicle in its fleet as required by the implementation schedule in subsection (c), if requested, a copy of approval for compliance extension from the Executive Officer of the Air Resources Board, and description of the Diesel Emission Control Strategy Special Circumstances. Upon request, Contractor shall provide copies of all records kept as prescribed by Section 2021.2 of Title 13 CCR. A report containing above information shall be submitted annually by December 31 of each year through the duration of this Contract.

All drivers employed by Contractor as well as those employed by the subcontractor, if applicable, shall have the required drivers licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the District. It shall be the responsibility of Contractor to monitor the drivers' driving performance and records.

13. Uniforms

Contractor shall supply all employees with clean uniforms to the satisfaction of the Director/Designee. The uniform shall bear Contractor's name and logo, if applicable.

Contractor's employees shall not remove portions of their uniform while working under this Contract. No employee shall start work unless the employee is dressed in a clean uniform. Contractor shall furnish each employee a set of rain gear that shall be carried in the vehicle for use in case of inclement weather.

14. Entering Private Property

Unless otherwise specified in this Contract, Contractor shall not be under any obligation to enter private courts or places, or other private property, to make collections under this Contract, except by order of the Director/Designee.

Contractor shall make collection from eating places, markets, motels, stores, and other Businesses where the Refuse, Recyclable Materials, and/or Green Waste are kept in a service yard or parking lot. The Refuse shall be collected from such service yard or parking lot when deposited there for collection, provided there is reasonable access for Contractor's collection trucks.

If, for any reason, the Contractor elects to encroach upon private properties, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Director/Designee prior to entering upon such properties. In performing any work or doing any activities on lands outside of the public rights-of-way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the District harmless from all claims of damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation of this section without permission.

15. Lead Person

Contractor shall assign a lead person whose responsibility shall be to represent Contractor's operation in the field, and who shall serve as liaison between Contractor's crews in the field and the District. The lead person

shall spend as much time supervising the collection routes as is needed to accomplish the provisions of these Specifications.

The lead person shall be provided with a separate vehicle, other than a vehicle used for automated collection of Refuse, Recyclable Materials, and Green Waste. Within ten days of the award of this Contract, Contractor shall inform the Director/Designee of the name, title, and telephone number of the assigned lead person.

16. Routes and Changes

The existing route schedule shown on Exhibit F shall be maintained unless otherwise approved by the Director/Designee.

The schedule, as approved by the Director/Designee, shall be maintained unless a change is first approved by the Director/Designee, and notice thereof is given as hereinafter provided. Thereafter, before any change in the collection schedule is made by Contractor, Contractor shall provide a 60-day prior written notice of the proposed change to the Director/Designee along with the proposed revised collection schedule, along with a new map in quadruplicate.

No such change may take effect until approval is given by the Director/Designee and until 30 days after delivery of a notice by U.S. Postal Service and/or door-to-door delivery service at Contractor's own expense advising all Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments within the District of the change.

Similar notices shall be given, in the same manner, to Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments affected by an annexation to the District.

All notices relative to or affecting the collection of Refuse, Recyclable Materials, and Green Waste shall first receive the approval of the Director/Designee before being delivered, and the same shall, in all instances, bear the name, address, and telephone number of Contractor and the telephone number of Public Works.

Contractor shall show satisfactory proof to the Director/Designee that all the notices were delivered as required. Satisfactory proof shall include, but not be limited to, official proof of delivery issued by the U.S. Postal Service and/or door-to-door delivery service.

17. Record of Non-Collections

When any Refuse, Recyclable Materials, or Green Waste is not collected by Contractor, Contractor shall leave a tag of distinctive color and at least three inch by six inch (76 mm x 152 mm) in size indicating the reasons for refusal to collect the Refuse, Recyclable Materials, or Green Waste, and giving reference to the County Ordinance, if applicable, the section of this Specifications, or this Contract which has been violated, and which gives grounds for such refusal. This information shall be either in writing or by means of a check box system. The tag shall carry Contractor' name, telephone number and shall be securely fastened to each cart. Format and contents of the tag, in both English and Spanish, shall meet with the approval of the Director/Designee.

Upon notification from the Resident, Multifamily Resident, Business, and Commercial and Industrial Establishments and/or the Director/Designee that the reason for noncollection of Refuse and/or Recyclable Materials and/or Green Waste has been corrected, Contractor shall collect all the tagged Refuse, and/or Recyclable Materials and/or Green Waste, without charge within 24 hours of receipt of the notice.

Contractor shall keep a record of all addresses where the tags for noncollection have been left. If the reason for noncollection is not corrected within seven days from the date of leaving such a tag, Contractor shall advise the Director/Designee, giving date of the tag, street address, and reasons for noncollection. At the discretion of the Director/Designee, Contractor may be required to submit a listing of all addresses where the tags for noncollection have been left during a specified time period.

18. Waste Diversion Programs

Contractor shall assist the District in attaining the State-mandated waste diversion requirements through the following programs, at a minimum.

a. Christmas Tree Recycling

Contractor shall collect holiday trees, such as Christmas trees and Hanukkah bushes, of any length and weight, from all Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments, for recycling. Holiday trees, when collected, shall not be mixed with regular commingled Refuse, Recyclable Materials, and Green Waste.

During December of each calendar year, Contractor shall also inform each Residence, Multifamily Residence, Businesses,

Commercial and Industrial Establishment within the District of the Holiday tree collection service. The notice shall contain the commencement date of the Holiday tree collection service, schedule, and method. Each notification shall also contain Contractor's name and telephone number. Contractor shall, at its own expense, provide such notices by having the above information about the Holiday tree collection service within the District by written notice forwarded through the U.S. Postal Service, or forwarded by a door-to-door delivery service to each Residence, Multifamily Residence, Business, Commercial and Industrial Establishment within the District, at least one week prior to the scheduled Holiday tree collection. Contractor shall provide satisfactory proof of notification to the Director/Designee within 30 calendar days of the date of notification. Satisfactory proof shall include, but not be limited to, official proof of delivery issued by the Post Office and/or a bonded direct mailing firm and an original notification.

b. Curbside Recycling Reward Program

Within three months of the commencement of this contract, Contractor shall submit a plan to the Director/Designee designed to reward Residences within the District for making an exemplarily effort in recycling at the curbside. Rewards will be distributed at an amount of \$2,500 in rewards for the program per year. The Contractor shall incorporate comments from the Director/Designee and implement the program, without cost to the customer or the District, within six months of the commencement of this contract. The program shall be implemented throughout the duration of this Contract.

c. Mulch/Compost Giveaway Program

Within three months of the commencement of this contract, Contractor shall submit a plan to the Director/Designee designed to offer mulch/compost free of charge, to customers within the District. A minimum of five events shall be held during the calendar year. During an event, a minimum of one ton of mulch and/or compost shall be available for distribution. If possible, the mulch/compost to be given away shall have originated within the District. The Contractor shall incorporate comments from the Director/Designee and implement the program, without cost to the customer or the District, within six months of the commencement of this contract. The program shall be implemented throughout the duration of this Contract.

d. Extra Green Waste Recycling

In the event District customers set out large quantities of Green Waste for collection, Contractor shall make arrangements with the customers to collect the Green Waste, that is not placed in any Green Waste cart, at no charge to the customers or the District. The large quantities of Green Waste must either be removed on the day of regular collection, or within 48 hours of the Director/Designee's request.

e. Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments Recycling Program

To promote, facilitate, and enhance recycling and waste diversion at Multifamily Residences, complexes, and apartment units, and at Businesses, Commercial Establishments, and Industrial Establishments, and to comply with commercial recycling mandates, Contractor shall perform the following activities, at a minimum and without cost to the customer or the District:

- 1) Within 12 months of the commencement of this contract, conduct a site visit to all Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District, at which Contractor shall discuss and facilitate recycling and waste diversion provisions at no charge, including, conducting a waste characterization by visually inspecting customer's discards. Contractor shall identify the quantities and sizes of all cart(s) and/or dumpster(s) utilized by each of the Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments, and make any recommendations to add and/or adjust the sizes or quantities of any carts or dumpsters to accommodate customized service needs. After the first site visit, Contractor shall conduct a site visit every other year, or sooner as directed by the Director/Designee.

Within one week of a request by a customer that is not subject to the above mentioned mandatory recycling service, Contractor shall also provide customer the same services described above.

- 2) Thirty days prior to the community meetings described in Section 1.C.10.b, Contractor shall submit a plan to the Director/Designee for approval on how the Contractor will provide recycling services to those customers that must

receive recyclables collection service by law (i.e., businesses generating 4 cubic yards or more of refuse per week, and multi-family residences of 5 units or more). The plan must also indicate how recyclables collection service will be provided to those customers which do not currently have any carts or dumpsters for Recyclable Materials or Green Waste due to space limitations, such as taking the collected materials to a materials recovery facility. Upon approval of the plan, the Contractor shall implement it for the duration of the contract.

Within four months of the Director/Designee's direction, Contractor shall also provide each customer identified by the Director/Designee with one of the above-mentioned recycling service options. For example, Director/Designee may direct Contractor to provide recycling service for customers that discards less than 4 cubic yards of refuse per week.

3) Food Waste Diversion Program

Within 3 months of the commencement of this contract, Contractor shall submit a plan to the Director/Designee for diverting food waste generated at Businesses, and Commercial and Industrial Establishments within the District. Examples of diversion include arranging for delivery to food banks, composting or conversion facilities.

Subject to the Director/Designee's approval, Contractor shall incorporate comments from the Director/Designee and implement the program, without cost to the customer or the District, within six months of the commencement of this contract. Upon a commercial customer's request, Contractor shall provide services described in its food diversion plan. The program shall be implemented throughout the duration of this Contract. The Director/Designee shall have the discretion to amend the food waste diversion plan as deemed appropriate. The Contractor shall be responsible for implementing the amendments.

Prior to implementing the program, Contractor shall inform each applicable customer of the program (including discard and set-out instructions, collection schedules, commencement date) and provide customers sufficient number and capacity of containers to store described food waste pending collection.

- 4) Submit a report, starting with the first September of the first contract year, and every quarter thereafter throughout the duration of the contract, including the following program information:
 - Date of site visit
 - Site address and type of premises
 - Quantities and sizes of all carts and/or dumpsters utilized on site at the time of the visit
 - Any recommendations to enhance recycling and waste diversion at the premises
 - Any additional information requested by the Director/Designee
- 5) In January and June of each year, Contractor shall develop and distribute separate, customized promotional and educational materials/newsletters to promote the District's recycling and waste diversion services to all Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments within the District, through the U.S. Postal Service with prepaid postage, and/or a door-to-door delivery service. Outreach materials shall be developed, approved by the Director/Designee prior to distribution, and disseminated in accordance with this Exhibit's Section 1.C.10 – Public Education and Outreach.

19. Management of Recyclable Materials, Green Waste, Food Waste, and Covered Electronic Devices, and Other Consumer Electronic Devices

Contractor shall:

- a. Sell, give, or otherwise transfer Recyclable Materials, except Green Waste and Christmas trees, collected from Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments to a recycling facility, conversion technology facility, or other permitted facility.
- b. Sell, give, or otherwise transfer Green Waste and Christmas trees collected from Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments to a composting facility, conversion technology facility, or to landfills permitted to accept Green Waste for use as alternative daily cover that have been permitted pursuant to Title 20 of the Los Angeles County Code, and all other Federal, State, and local laws and regulations.

- c. In no event, dispose of Recyclable Materials, Christmas trees, or Green Waste in a landfill, and/or transformation facility unless otherwise approved by the Director/Designee in writing.
- d. Sell, give, or otherwise transfer food waste collected from Commercial food establishments to a composting facility or conversion technology facility unless otherwise approved by the Director/Designee in writing.
- e. Contract, give, or otherwise transfer covered electronic devices and other consumer electronic devices collected from Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments to a covered electronic waste recycler or a destination facility as defined in Section 66273.9 of Title 22, Division 4.5, Chapter 23, Article 1.

20. Reports

Contractor shall prepare monthly reports providing the following:

- a. The total number of Residences, Multifamily Residences, Businesses, Commercial, and Industrial Establishments served by regular Refuse collection.
- b. The total number of Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments participating in the recycling program.
- c. The total number of Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments participating in the Green Waste collection program.
- d. The respective quantities of Refuse collected from Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments, and final disposal destination. In addition, the respective quantities of Recyclable Materials and Green Waste collected from Residences, Multifamily Residences, Businesses, Commercial, and Industrial Establishments.
- e. The quantity and weight of bulky items collected from Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments, respectively, and final destination.
- f. Number and tonnage of Christmas trees collected, if applicable.

- g. The quantity of major appliances/white goods, metallic discards, and used tires by weight and final destination.
- h. Include in the reports the number of covered electronic devices and other consumer electronic devices separately and the covered electronic recycler or destination facility which received the collective devices collected from Residences and Multifamily Residences and final destination.
- i. Any other pertinent information as identified or requested by the Director/ Designee.

This information shall be provided in the format shown in Exhibit G and/or as may be revised and updated by the Director/Designee.

All such reports are to be submitted monthly. The first monthly report shall be due 15 days after the first month of commencement of this Contract and thereafter submit monthly throughout the duration of this Contract. All reports shall be submitted in a format compatible with the District's computers (such as by e-mail or on computer discs or printed copy) as determined by the Director/Designee.

If reports are not received in a timely manner, Contractor shall be subject to liquidated damages pursuant to this Exhibit's Section 2.F.9, Liquidated Damages.

The Director/Designee shall have the authority to reduce or expand the requirements for data information to be reported by Contractor as outlined here above.

21. Annual Cleanup Campaign

Contractor shall provide Annual Cleanup Campaigns (Campaign) within the entire District. The Campaign shall be conducted during the designated month of **April** of each year unless directed otherwise by the Director/Designee.

a. Campaign Schedule

The first collection in the Campaign shall start on the first Saturday of the designated month after the commencement of this Contract and shall proceed through successive Saturdays until completion. Each collection area where regular collection is scheduled shall have a separate Saturday for its cleanup day.

Example of Campaign Schedule: The collection area where the

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weekly collection of Refuse is regularly scheduled for Monday shall have the first Saturday of the designated month for its cleanup day. The collection area where the weekly collection of Refuse is regularly scheduled for Tuesday shall have the second Saturday for its cleanup day, etc., through each regularly scheduled collection area.

Contractor shall start the Campaign's collection not earlier than 7 a.m. and end by 5 p.m. on the Saturdays during the Campaign.

The Director/Designee may assess liquidated damages, as hereinafter set forth, for failure to maintain the Campaign's schedule.

b. Material Collected

During the Campaign, Contractor shall collect in unlimited amounts, such items as furniture, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, car parts, other major appliances/metallic discards, tires, lumber, plaster, dirt, rocks, bricks, tree stumps, Refuse, combustible and noncombustible rubbish as described herein and other similar or bulky material, without restriction, limitation, or notification. Contractor shall recycle to the maximum extent feasible all collected discarded materials. Hazardous, explosive, infectious, and toxic materials or waste is specifically excluded.

Prior to the end of each day's campaign, the Contractor shall return to each street to ensure that all discarded materials placed at curbside were collected. If any discard material is found, Contractor shall collect it that same day. Contractor may be required, upon oral order of the Director/Designee, to return to any Campaign route, in order to collect Refuse, Recyclable Materials, or Green Waste left out at the curb. This shall be accomplished on the same day of the oral order.

c. Written Campaign Notices

Contractor shall provide the Director/Designee, in writing, with schedule and logistics information regarding the Campaign. Contractor shall, at its own expense, disseminate separate, well-designed written notices in color through the U.S. Postal Service or by door-to-door delivery service, to notify each Residence, Multifamily Residence, Business, and Commercial/Industrial Establishment within the District of the scheduled Campaign. The written notices shall be disseminated

approximately three weeks prior to the beginning of the Campaign, and shall clearly define the boundaries, method of collection, and dates of the Campaign and other information the Director/Designee deems necessary. Contractor shall provide satisfactory proof of notification to the Director/Designee within 30 calendar days of the date of notification. Satisfactory proof shall include, but not be limited to, official proof of delivery issued by the Post Office and/or a bonded direct mailing firm and an original notification.

d. Equipment

Contractor shall be required to provide stake body vehicles or other Refuse collection vehicles approved by the Director/Designee and/or Health Officer, with a mechanical or hydraulic tailgate lift for the collection of bulky household items. Contractor shall also be required to provide noncompacting vehicles for the collection of white goods that may contain chlorofluorocarbons. Contractor shall provide adequate and suitable equipment, vehicles, skip loaders, and employees, in sufficient numbers to complete the Campaign on schedule, and to conduct the Campaign in an orderly manner, to the Director's/Designee's satisfaction.

e. Reports

Contractor shall prepare reports that provide the quantity of bulky items, white goods, Refuse, Recyclable Materials, and Green Waste collected from Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments during the Campaign. Contractor shall also demonstrate to the satisfaction of the Director/Designee that it used reasonable business efforts to recycle the collected discarded materials.

Unless otherwise notified by the Director/Designee, this report shall be due 15 days after the conclusion of the Campaign.

22. Special Cleanup Projects and Public Events

At the oral or written request of the Director/Designee, Contractor shall be required to provide the special collection services in association with a number of cleanup and public events throughout the District during the term of this Contract. Contractor shall provide the special collection services without charge on any days of the calendar week as designated by the Director/Designee. Upon request from the Director/Designee, Contractor shall provide promotional items including, but not limited to, a minimum of one hundred (100) reusable bags per event. All promotional items shall be preapproved by the Director/Designee, including artwork

and type of item. A maximum of **five special cleanup projects** and **five public events** will be conducted during each contract year.

Contractor may be required to provide appropriate number of dumpsters, roll-offs of various sizes and capacities, event boxes for refuse and recyclables, and/or portable Refuse carts to facilitate the collection of Refuse, Recyclable Materials, Green Waste, construction materials, bulky items, consumer electronic devices, etc., at the site of each special cleanup or public event. Contractor may also be required to provide a supply of brooms, dust pans, gloves, masks, bags, shovels, and rakes for use by members of the general public and communities in conjunction with any community cleanup events, upon request by the Director/Designee. Contractor shall provide all the necessary staffing and vehicles/equipment to collect the above materials from dumpsters and/or roll-off carts. Unless otherwise specified by the Director/Designee, Contractor shall remove all the dumpsters or roll-off carts or portable carts, together with its contents from the site of the cleanup project and public events, no later than 24 hours after conclusion of the special cleanup projects or public events. No hazardous materials shall be collected during the special cleanup events.

a. E-Waste and Clothing Drop-Off Program

Within three months of the commencement of this contract, Contractor shall submit a plan to the Director/Designee designed to collect unlimited amounts of E-Waste and reusable Clothing, free of charge to customers within the District. A minimum of two events shall be held during the calendar year. Contractor shall incorporate comments from the Director/Designee and implement the program within six months of the commencement of this contract. The program shall be implemented throughout the duration of this contract.

b. Outreach Notices

Upon request by the Director/Designee, Contractor shall develop and disseminate dedicated outreach notices regarding the cleanup projects and/or public events to all Residences and Multifamily Residences within the District through the U.S. Postal Service and/or door-to-door delivery service. All dedicated outreach notices shall be printed in color and approved by the Director/Designee prior to reproduction.

Contractor shall advertise for all County sponsored Household Hazardous Waste – E-Waste Collection Events that are held within the District. Contractor shall develop a dedicated brochure, flyer,

post card, etc. to be printed in color and distributed throughout the District via U.S. Postal Service. All printed materials shall be approved by Director/Designee prior to distribution.

The Director/Designee may request extra special collection services in excess of the number specified for an additional fee to be collected by the Contractor in accordance with Form PW-2, Schedule of Prices, Item B.

D. Communications

Contractor shall provide a toll-free telephone system in operation at its main office to Residents of the District and the Director/Designee from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, as well as on those Saturdays where collection services are conducted during the Annual Cleanup Campaign or as a result of the Holiday collection schedule, to receive instructions from the Director/Designee and to receive complaints from Single-Family Residents, Multifamily Residents, Businesses, Commercial and Industrial Establishments within the District. The Contractor shall have available service representatives sufficient to handle the volume of calls typically experienced on the busiest days. The toll-free telephone system shall be capable of receiving five incoming calls at one time and shall answer 90 percent of all incoming calls within the first four rings, but in no case shall the response to the call exceed 30 seconds. If Contractor installs or uses automatic answering telephone trees, it may have no more than two options.

The Contractor shall give District customers the option of leaving a message instead of waiting on hold. Contractor shall not place District customers on hold more than two minutes and shall use Reasonable Business Efforts to have a live Contractor personnel address customers' questions within one minute. While on hold, Contractor shall broadcast educational announcements and materials with respect to solid waste services and management, including recyclables and Green Waste services and other waste diversion opportunities and programs in the community. Customer service provided via telephone shall be provided directly or through a service in English and Spanish languages. Said answering services shall have the capacity of contacting Contractor's field personnel by radio, cellular phone, or paging equipment for the purpose of relaying any instructions and/or complaints. The telephone number shall be listed in the telephone directory for the District area and shall be listed by Contractor's commonly known name.

The Director/Designee and the County Sheriff and Fire Departments shall be provided with an emergency telephone number where the Contractor or its representative may be reached and who will return any emergency call as soon as possible and in any event within one hour.

Within 60 days of the commencement of this contract, the Contractor shall submit a plan to the Director/Designee identifying how the Contractor will immediately notify and remain in constant communication with the District, Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments regarding any temporary changes in the collection schedule as a result of a strike, earthquake, fire, mudslide, storm, riot, civil disturbance, emergency, and/or disaster. Upon approval of the plan by the Director/Designee, the Contractor shall implement the plan without charge to its customers or the District for the duration of this contract.

E. Hours and Days of Service

Unless specified otherwise by the Director/Designee, the hours of services shall be 7 a.m. to 5 p.m., Monday through Friday each week, except legal holidays, when the service shall be done before or after such holiday. Work hours in the District may be altered, when necessary, with the written approval of the Director/Designee. In the event that it has become evident that Contractor may not be able to complete its daily scheduled work within the above-specified business hours due to circumstances beyond Contractor's control as defined in Exhibit B, Section 3.C, Termination/Suspension for Default, Contractor shall immediately notify the Director/Designee so that necessary measures can be taken to maintain the scheduled service without delay or interruption.

F. Special Safety Requirements

Contractor and its employees/agents shall be expected to observe and comply with all applicable Cal/OSHA and Federal, State, and Los Angeles County safety requirements while performing these services. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Contractor shall train its employees to identify, and not to collect hazardous or infectious waste.

G. Storage Facilities

Public Works will not provide storage facilities for Contractor.

H. Annexations

In the event that adjacent areas are annexed to the District during this Contract's term, Contractor shall not be required to provide collection and/or cleanup services within the area annexed and shall not look to the District funds for compensation for collections made within such annexed territory until and after the beginning of that fiscal year following such annexations for which a tax levy shall have been made upon the property in such annexed territory and funds made available for the discharge of payments under this Contract for collection service therein. However, Contractor may contract with individual owners or tenants for the collection of Refuse, Recyclable Materials, and Green Waste

within such annexed territories during the period between the date of annexation and the beginning of the fiscal year, above-mentioned, following annexation for which a tax levy will have provided funds. Nothing herein shall prevent the owners or tenants, should they so desire, or the District from contracting with any other person or persons for such collection services until the beginning of the fiscal year above-mentioned.

I. Fees and Gratuities

Contractor shall not, nor shall Contractor permit any agent, employee, or subcontractor employed by Contractor, to request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation, other than the District, for the collections made therein except as herein provided.

J. Office for Inquiries and Complaints

Contractor shall maintain an office at some fixed place and shall maintain a toll-free telephone system as described in this Exhibit's Section 1.D, Communications, listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known. Contractor shall at all times, from 8 a.m. and 5 p.m., Monday through Friday, except on legal holidays, have available service representatives answer inquiries and receive complaints from District property owners and tenants or from Public Works or the County Department of Health Services. Such service representatives shall have the ability to speak and understand both English and Spanish. Contractor shall have a telephone answering system capable of receiving five incoming calls at one time and shall answer 90 percent of all incoming calls within the first two rings.

Contractor shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be open to inspection of the Director/Designee at all reasonable times.

All complaints shall be resolved as soon as possible after notification but in all cases within 24 hours, to the satisfaction of the complainant. If any complaint is not resolved within 24 hours, the Director/Designee shall be notified immediately in writing the reason for not resolving such complaint. All complaints shall be resolved to the satisfaction of the Director/Designee.

Contractor shall file a statement in writing by the fifth day of each month with the Director/Designee, the total number of complaints received by its office for the previous month. This statement shall also include, but is not limited to, information such as the date of complaints, name, address, and telephone number of complainant, the nature of the complaints, particularly those arising from inadequate or improper services provided by Contractor and when and what

action was taken by Contractor to remedy the complaint. Contractor shall sign and date this statement.

K. Integrity of District

The attention of Contractor is called to the provisions of the act under which this District was formed relative to the possible dissolution of, withdrawal of territory from, and annexation of territory to said District.

Attention of Contractor is further called to the absence of any provisions in said act relative to the effect of municipal annexations or incorporation. The Board does not assume to state what the legal effect of such annexation or incorporation would be.

L. Responsibilities of Public Works

Public Works' responsibilities will include, but not be limited to, monitoring and inspecting Contractor's performance to ensure compliance with these Specifications, Terms, Requirements, and Conditions of this Contract. Public Works' at the sole discretion of the Director/Designee may provide Contractor assistance as needed.

M. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the District to direct the cessation of all work activities and operations at no cost to the District until such time as Contractor is in compliance.

SECTION 2
METHOD OF PAYMENT

TASK 1

Compensation for Task 1 services are specified as follows:

A. Payment

1. Initial Monthly Payment Rate

The Contractor's bid specifies the flat Monthly Payment Rate for which the Contractor has agreed to perform the 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 area and population of the District 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.

2. Unit Counts and Payment Rates

A count by Public Works of the total number of refuse units, referred to hereinafter as "**Units**," assigned to each parcel of real property (including, but not limited to, Residential, Commercial, and Industrial Establishments, and vacant parcels) in the District based on land use codes as shown by the current records of the County Assessor will be the "**Basic Unit Count**" upon which all subsequent adjustments of compensation are computed.

The current Basic Unit Count (number of Units in the District), 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 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 within the allocated timeframe, the existing 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, Public Works 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 Units in the District as of the dates prescribed for computation.

Public Works will compute the **Monthly Unit Rate** in the following manner: the initial Monthly Payment Rate will be divided by the Basic Unit Count, thus establishing a Monthly Unit Rate. This Monthly Unit Rate shall prevail

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throughout the life of this Contract, except as specifically provided for in this Exhibit's Section 2.B, Petition to Adjust Monthly Unit Rate. 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, Public Works 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.

3. Change in Service Area/Population of District

It is understood that the monthly compensation to be paid to the Contractor may be increased in proportion to the number of units or to enlargement of the boundaries of the District or to expansion of the area to be served, and the monthly compensation may be decreased if the number of units served decreases, whether such decrease be due to decrease of population or diminution of the size of the District.

It is further understood that the annual count of units as described in this Exhibit's Section 2.A.2, Unit Counts and Payment Rates, shall be deemed to accurately reflect the increase or decrease in inhabitants served.

Alternative methods of comparable accuracy agreed upon by Contractor and the Director/Designee may be used to determine the unit count of the District. Where a portion of territory of the District is excluded, there from during the time covered by this Contract, the Contractor has no further obligation hereunder to make collection in such excluded area. The Board may, at its discretion, direct that a count of all units in the territory remaining in the District be made between the first and the twentieth of the month immediately following the month wherein said exclusion from the District was determined. The count will be used for the purpose of computing compensation to Contractor until the next annual count of units as set forth hereinabove. In such instance, the provisions of this paragraph shall control payment hereunder, notwithstanding anything to the contrary in these Specifications.

4. Protest

Upon completion of the count of units and computation of new monthly compensation in each instance as provided hereinabove, the Director/Designee will notify Contractor of said count and monthly compensation. Within 30 days of such notification, Contractor may protest

said count of units or new monthly compensation, in writing, setting forth the reasons for the objection.

Should such protest be filed, Contractor shall within 45 days submit documentation, such as audit finding reports that demonstrate the variations in the number of Units and the Basic Unit Count. Such documents shall include, but not be limited to, information such as site address, property type, number of dwelling units, Assessor's current Unit assignment, variances, and a complete description of the methodologies which Contractor used to conduct the audit and arrive at the variations. Upon review and approval by the Director/Designee, the Contractor's documentation, **and any documentation provided by the District or Director/Designee**, will be submitted to the County Assessor's Office for their review and discretion to make any adjustments to any of the Unit assignments. Any adjustments to the Unit assignments may be reflected in the Basic Unit Count made by the County Assessor as of the first day of the subsequent July or within 20 days thereafter. The results of the auditor's review are final and binding on both parties.

In the event no protest is filed as provided herein, then the count of units and monthly compensation established by Director shall be final and binding on both the District and Contractor.

B. Petition to Adjust Monthly Unit Rate

Beginning April 15 of the second contract year and thereafter by April 15 of each year throughout the term of the contract, Contractor may submit a petition to the Director/Designee to adjust the Monthly Unit Rate. At the sole discretion of the Director/Designee, any new Monthly Unit Rates may be approved by the Director/Designee as provided herein as early as the following July 1 of each year.

"Weighted Rate Adjustment Percentage" means sum of the adjustments due to changes in the CPI, DOE CNG, EIA LNG, and DOE Diesel and disposal tipping fees calculated as provided in this Section.

The Weighted Rate Adjustment Percentage multiplied by the prior Monthly Unit Rate is added to the prior Monthly Unit Rate to yield the Adjusted Monthly Unit Rate.

1. **Adjustment Due to Change in CPI (Service Component)**

The Monthly Unit Rate set forth in Form PW-2 (Schedule of Prices) may be adjusted by 75 percent of the percent change, if any, between the following:

- The CPI during the 12-month period commencing April 1 of the previous year to March 31 of the current year, and
- The CPI during the 12-month period commencing April 1 of the next previous year to March 31 of the previous year,

no greater than 5 percent, as confirmed by COUNTY'S Auditor-Controller.

"CPI" means the Consumer Price Index for all Urban Consumers (Los Angeles-Riverside-Orange County) (Not Seasonally Adjusted) All items, Series ID CWURA421SA0, Base Period 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost/cu>.

"Service Component" means 65 percent of the Monthly Unit Rate.

However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office (CEO) as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

2. Adjustment Due to Change in DOE CNG, EIA LNG or DOE Diesel (Fuel Component)

- The DOE CNG rate adjustment will apply only to the percentage of vehicles in a fleet used to provide collection under this Contract that use compressed natural gas.
- The EIA LNG rate adjustment will apply only to the percentage of vehicles in a fleet used to provide collection under this Contract that use liquefied natural gas.
- The DOE Diesel rate adjustment will apply only to the percentage of vehicles in a fleet used to provide collection under this Contract that use diesel.

a. Adjustment Due to Change in DOE CNG (DOE CNG Component)

The DOE CNG Component will be adjusted by the percent change, if any, between the following:

- The DOE CNG commencing April 1 of the previous year to March 31 of the current year, and
- The DOE CNG published during the four quarter-period commencing April 1 of the next previous year and ending March 31 of the previous year,

as confirmed by COUNTY'S Auditor-Controller.

"DOE CNG" means the Nationwide Average Price for Fuel - Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy | Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, http://www.eere.energy.gov/afdc/price_report.html or if that is permanently discontinued, another CNG price published by a state or the Federal government selected by the Director.

"DOE CNG Component" means 5 percent of the Monthly Unit Rate multiplied by the percentage of vehicles that use compressed natural gas.

b. **Adjustment Due to Change in Energy Information Administration (EIA) LNG (EIA LNG Component)**

The EIA LNG Component will be adjusted by the percent change, if any, between the following:

- The EIA LNG commencing April 1 of the previous year to March 31 of the current year, and
- The EIA LNG published during the four-quarter period commencing in April of the next previous year and ending in January of the previous year,

as confirmed by COUNTY'S Auditor-Controller.

"EIA LNG" means the average for fuel — Product / All Types for Area/ California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcus_sca_m.htm or if that is permanently discontinued, another LNG price published by a state or the federal government selected by the Director.

"EIA LNG Component" means 5 percent of the Monthly Unit Rate multiplied by the percentage of vehicles that use liquid natural gas.

c. Adjustment Due to Change in DOE Diesel (DOE Diesel Component)

The Diesel Fuel Component will be adjusted by the percent change, if any, between the following:

- The DOE Diesel during the 12-month period commencing April 1 of the previous year to March 31 of the current year.
- The DOE Diesel during the 12-month period commencing April 1 of the next previous year to March 31 of the previous year.

"DOE Diesel" means the Diesel (On Highway) — Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, http://tonto.eia.doe.dov/dnav/pet/pet_pri_qnd_dcus_sca_m.htm, or if that is permanently discontinued, Producers Price Index - Commodities Fuels and related products and power / No. 2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost>

"DOE Diesel Component" means 5 percent of the Monthly Unit Rate multiplied by the percentage of vehicles that use diesel.

3. Adjustment for Changes in Facility/Tipping Fees (Disposal Component)

30 percent of the Monthly Unit Rate may be adjusted by the any change in tipping fees charged to the Contractor by the solid waste facility designated by the Contractor during the period beginning April 1 of the prior year and ending on March 31 of the current contract year. Contractor must substantiate the change in cost for Refuse disposal to the satisfaction of the Director/Designee. Documentation may include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs, posted gate rates, and detailed comparisons of current and previous disposal fees. Contractor shall also provide an explanation for use of any alternate disposal sites.

In the event the Contractor is affiliated with the owner and/or operator of the designated solid waste facility by which the contractor is charged the tipping fee for the management of solid waste collected within the District, Contractor shall describe the circumstances under which the Contractor's request for an adjustment of the Monthly Unit Rate should be considered, for approval by the Director Designee.

4. Change in Contractor's cost of providing services due to changes in law or changes in services or standards as agreed between the Contractor and Director/Designee.

Any adjustments to the Initial Monthly Unit Rate pursuant to those paragraphs entitled "Petition to Adjust Monthly Unit Rate" shall not exceed the following maximum percentages:

- 30 percent over the initial seven year period of the contract, or
- 32 percent, 34 percent, and 36 percent at the first, second, and third option years, respectively, if applicable.

For example, the Initial Monthly Unit Rate may be adjusted up to 30 percent during the seven-year period beginning the service commencement date on July 1, 2010, and ending June 30, 2017. In the event that the termination date of the Contract is extended to June 30, 2018, any adjustment to the Initial Monthly Unit Rate shall not exceed 32 percent.

If a price or index is temporarily discontinued on the date of adjustment, the last available price or index for the required period of time will be used.

The Director/Designee will, within 50 working days of receipt of Contractor's petition and detailed schedule, perform a review to substantiate the increase(s). At that time, the Director will determine, at the Director's sole discretion, whether Contractor has substantiated its petition for increase, and an adjustment may be made to the annual rate to compensate Contractor for the increase(s). Such adjustment shall only be made to the extent funds are available. The Director/Designee may request the assistance of the Auditor-Controller in making an adjustment for which a petition and documentation has been received.

Monthly Unit Rates will be adjusted only if there are no breaches that have not been cured after notice from the Director/Designee and no defaults. Rates will not otherwise be adjusted for events such as changes in the price of fuel or increases in Disposal tipping fees other than as described in the preceding items 1 through 3, of this subsection. If Contractor and Director/Designee fail to reach agreement to adjust the monthly unit rate as a result of changes in law or changes in services described in contract documentation, District has the option to terminate this Contract.

5. Sample Calculation of Adjusted Monthly Unit Rate

Table 1— Adjustment Due to Change in CPI (Service Component)

Calculate the percent change in CPI (12-month average; not month-to-month)	April 1, 2006 - March 31, 2007	221.6
	April 1, 2007 - March 31, 2008	228.59
	Percent Change	3.14% (not more than 5% and not more than County salary movement)
Adjustment to Service Component	75% of percent change in CPI	2.35%

Table 2a — Adjustment Due to Change in DOE CNG (DOE CNG Component)

Calculate the percent change in DOE CNG (average of quarters in year may vary; not quarter-to-quarter)	April, July and October 2006 quarters, and January 2007 quarter	$(2.05+2.30+1.99+2.06)/4=$ $8.40/4=$ 2.10
	April, July and October 2007 quarters, and January 2008 quarter	$(2.09+2.29+2.33+2.44)/4=$ $9.15/4=$ 2.29
	Percent Change	$(2.29-2.10)/2.10=$ $0.19/2.10=0.0905$ 9.05%
Adjustment to DOE CNG Component	For 3 out of 10 vehicles* 30% of percent change in DOE CNG	$0.30 \times 9.05%=$ 2.72%

Table 2b — Adjustment Due to Change in EIA LNG (EIA LNG Component)

Calculate the percent change in EIA LNG (12-month average; not month-to-month)	April 1, 2006 - March 31, 2007	121.63
	April 1, 2007 - March 31, 2008	153.01
	Percent Change	2.58% (not more than 5%)
Adjustment to EIA LNG Component	For no vehicles* using EIA LNG 0% of percent change in EIA LNG	$0.00 \times 2.58\% =$ 0%

Table 2c — Adjustment Due to Change in DOE Diesel (DOE Diesel Component)

Calculate the percent change in DOE Diesel (12-month average; not month-to-month)	April 1, 2006 - March 31, 2007	271.66
	April 1, 2007 - March 31, 2008	317.55
	Percent Change	16.89%
Adjustment to DOE Diesel Component	For 7 out of 10 vehicles* 70% of percent change in DOE Diesel	11.82%

*In the example used in Tables 2a, 2b and 2c, the Contractor owns a total of ten vehicles of which three vehicles use compressed natural gas, seven vehicles use diesel, and there are no vehicles that use liquid natural gas. Indices used in Tables 2a, 2b, and 2c, are for sample calculation purposes.

Table 3 — Adjustment Due to Change in Facility/Tipping Fees (Disposal Component)

Disposal tipping fee charges on April 1, 2007	\$24.00
Disposal tipping fee charges on March 31, 2008	\$35.00
Percent change; Adjustment to Disposal Component	45.83%

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Table 4 — Weighted Rate Adjustment Percentage

Rate Adjustment Components	Percent of Monthly Unit Rate	Adjustments to Components	Weighted Rate Adjustment Percentage
Service Component (CPI)	65%	2.35%	1.53%
Fuel Component:	5%		
DOE CNG Component		2.72%	0.14%
EIA LNG Component		0%	0.59%
DOE Diesel Component		11.82%	
Disposal Component	30%	45.83%	13.75%
Total Weighted Rate Adjustment Percentage			16.01%

Adjusted Monthly Unit Rate

If the total Weighted Rate Adjustment Percentage is 16.01 percent then a hypothetical Monthly Unit Rate of \$17.00 would be adjusted as follows:

$$\begin{aligned}
 \text{Adjusted Monthly Unit Rate} &= \$17.00 + [16.01\% \times \$17.00] \\
 &= \$17.00 + \$2.72 \\
 &= \mathbf{\$19.72}
 \end{aligned}$$

C. Funds

Except as otherwise provided, Contractor shall look exclusively to the funds of the District for payment. No payment can or will be made to Contractor from the funds of the District until the proceeds of tax collections and service charges are available for discharge to the payments to be made under this Contract, and no liability against the District funds, District, any officer, or agent of the District will arise by reason or lack of funds in the County Treasury to the credit of the District or the inability to meet the payments under this Contract as they become due.

D. Dissolution of District

It is understood that in the event of the dissolution of the District, 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 District was created, by operation of law, or resulting from municipal annexation or incorporation.

E. Method of Payment

Contractor shall present monthly invoices in triplicate (one original and two copies) for all work performed during the preceding month in the monthly amount shown in Form PW-2, Schedule of Prices. Public Works agrees to make payment to Contractor within 30 days of the receipt of a properly completed invoice from Contractor.

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

F. Liquidated Damages

All times, limits, and acts required to be done by these Specifications are of the essence of this Contract and should Contractor fail to perform or complete the work required to be done at the time set forth in these Specifications, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the case, will be extremely difficult and impractical to fix; the District and Contractor have endeavored to fix the amount of said damages in advance; the amounts set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed now or could be fixed at or after such breach, and that therefore, the District and Contractor hereby fix the liquidated damages set forth hereinafter and not as a penalty of forfeiture for breach of this Contract, and in the case of any such breach the District may assess such liquidated damages and deduct said amount from the amount due Contractor under this Contract. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the District's acceptance of liquidated damages shall be construed to waive the District's right to indemnity against third-party claims.

1. Failure to maintain the collection schedule during the hours of service as defined in this Exhibits, Section 1.E, Hours and Days of Service, \$10 per day per Residence, Multifamily Residence, Business, Commercial Establishment or Industrial Establishment not collected on the scheduled day.
2. Mixing Recyclable Materials/Green Waste with Refuse during collection - \$200 per occurrence.
3. Failure to remedy a complaint which is found to be justified by the Director/Designee within 24 hours after notification by the Director/Designee - \$200 per 24-hour period for each complaint.

4. Leaking or spilling Refuse, Recyclable Materials, or Green Waste and failure to pick up such Refuse, Recyclable Materials, or Green Waste - \$75 per each occurrence.
5. Leaking or spilling hydraulic fluid, or other liquid and failing to pick up, or cleanup those substances immediately - \$100 per each occurrence.
6. Failure to answer the telephone during the hours specified in these Specifications - \$25 per each occurrence.
7. Failure to have employees dressed in clean uniforms - \$50 per employee per day.
8. Failure to maintain any truck for collecting Refuse, Recyclable Materials, and/or Green Waste in accordance with these Specifications after one warning by the Director/Designee - \$150 per truck per day.
9. Failure to submit any required reports and/or proof of publication/delivery in the time frame as specified in these Specifications - \$200 per occurrence.
10. Failure to maintain the hours of operation between 7 a.m. and 5 p.m. - \$200 per truck per occurrence per day.
11. Failure to print, paint, or display the District's name and Contractor's name and telephone number on any collection truck used in the District - \$100 per truck per day.
12. Failure to publish/distribute public notices or to fulfill any requirements of the Public Education Program/Campaign within the time frame specified in these Specifications - \$1,000 per occurrence.
13. Failure to deliver carts to Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments for automated collection of Refuse, Recyclable Materials, and Green Waste prior to the commencement of this Contract - \$10,000. For each day after the commencement of this Contract - \$1,000 per day.
14. Failure to deliver extra carts to Residences, Multifamily Residences, Businesses, Commercial Establishments, and Industrial Establishments for automated collection of Refuse, Recyclable Materials, and Green Waste within 24 hours of receipt of request - \$10 per day per Residence, Multifamily Residence, Business, Commercial Establishment, and Industrial Establishment.

15. Failure to follow Special Safety Requirements specified in these Specifications - \$250 per occurrence.
16. Failure to properly manage covered electronic devices and other consumer devices as specified in these Specifications - \$10 per device.
17. Failure to maintain the required insurance or to provide evidence of insurance coverage acceptable to the District - \$3,000 per occurrence; \$500 for each day thereafter.
18. Failure to provide notice of change in insurance certificate or renewal certificate - \$100 per occurrence and \$300 for each day thereafter.
19. Failure to remove any graffiti and other markings that deface or detract from the aesthetic quality of the carts and dumpster/roll-off receptacles within two business days - \$100 per each occurrence.
20. Failure to notify District, Residences, Multifamily Residences, Businesses, Commercial and Industrial Establishments of any temporary changes in the collection schedule as a result of a strike, earthquake, fire, mudslide, windstorm, riot, civil disturbance and any other emergency and or disaster - \$5 per customer per occurrence.

The actual cost of investigation by the Director/Designee of any failure or violation may be assessed in addition to the above schedule of liquidated damages.

In the event that the Director/Designee determines to levy liquidated damages, the Director/Designee shall so notify the Contractor in writing. Public Works will thereupon deduct the amount of such liquidated damages from any payment which is due to Contractor or which thereafter becomes due. The determination by the Director/Designee hereunder shall be final and conclusive.

SECTION 1

SCOPE OF WORK

TASK 2

REMOVAL OF DISCARDED MATERIALS FROM ALLEYS AND
PUBLIC CURBSIDE RECEPTACLES COLLECTION SERVICE

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (2009-GDD047)

TASK 1

A. Public Works' Contract Manager

The Public Works Contract Manager, for Task 2 – Removal of Discarded Materials from Alleys and Public Curbside Receptacles Collection Service, in the Mesa Heights Garbage Disposal District, will be Mr. Steve Milewski of Environmental Programs Division, who may be contacted at (626) 458- 3573 or at smilewski@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

The Contract Manager may designate several Public Works Representatives (PWR) to request work from the Contractor. The Contract Manager and the PWRs are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager and/or PWRs. The Contractor will be notified in writing when there is a change in the Contract Manager or PWRs.

B. Work Location

County of Los Angeles, Mesa Heights Garbage Disposal District, see Exhibit E, District map.

C. Work Description

1. Required Work

The required work entails (a) removal of discarded materials from alleys, and (b) public curbside receptacles collection service.

a. **Removal of Discarded Materials From Alleys**

The work to be accomplished shall include the furnishing of all labor, supervision, administration, material, and equipment for the cleanup, collection, transportation, disposal and management of

discards within the public road right-of-way, in unlimited quantities, from all alleys in the District shown in Exhibit N. The estimated quantity of discarded materials to be collected is shown on Form PW-2, Schedule of Prices.

1) Materials Collected from Alleys

Contractor shall ensure that all alleys including, but not limited to, wall to wall and/or fence to fence within the service areas are in a state of cleanliness by collecting, removing, transporting, disposing of, and managing, in unlimited amounts, all discards including, but not limited to, items such as furniture, rugs, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, other major appliances/metallic discards, covered electronic devices and other consumer electronic devices, car parts, tires, recreational equipment, lumber, plaster, dirt, glass, rocks, bricks, concrete, cardboard, asphalt, tree stumps, roadside debris, refuse, green waste, and combustible/noncombustible rubbish found in the alleys, regardless of whether it was accidentally and/or illegally discarded or occurred there by natural and other causes.

In the event that there are impediments such as, but not limited to, low hanging wires, protruding vegetation and or leaning fences, Contractor shall remove any and all discards, litter and debris from the alley within 24 hours of observance or notification. Contractor shall use alternate vehicles and or equipment when necessary.

Contractor shall also pick up, clean, sweep, rake, and collect from all alleys including but not limited to wall to wall and/or fence to fence within the District, all loose litter and debris, such as paper, bottles, cardboard, cans, glass, dirt, organic material, leaves, tree droppings and other incidental litter. The Contractor shall carry on each truck, hand tools such as rakes, shovels, and brooms to aid with the cleanup of incidental litter and debris.

2) Alley Cleanup Routes and Schedule

Cleanups shall be made on the same day of each succeeding week in accordance with the schedule shown on Exhibit F. The schedule shall be maintained unless otherwise approved by the Contract Manager.

In emergency situations as determined by the Contract Manager or PWR, such as discarded items blocking or hindering alley passage, or items by their types or placements posing a potential health and/or safety hazard, the Contractor shall perform the cleanup within 24 hours of observing the situation and/or receiving an oral or written request from any residences, multifamily residences, businesses, commercial establishments, industrial establishments, and the Contract Manager or PWR. All nonemergency situations shall be resolved within 72 hours of receiving the oral or written request.

In addition, the Contractor shall clean up specific alleys within the service area as directed by the Contract Manager or PWR.

Hours of services shall be 7 a.m. to 4 p.m., Monday through Friday each week, except legal holidays when the service shall be done before or after such holiday. Work hours in the service area may be altered, when necessary, with the written approval of the Contract Manager or PWR.

b. Public Curbside Receptacles Collection Service

The work to be accomplished shall include the furnishing of all labor, supervision, administration, material, and equipment for the cleanup, collection, transportation, disposal and management of discards from designated public curbside receptacles, in unlimited quantities, in the District. The public curbside receptacles are furnished by Public Works, located along business districts with high pedestrian activity. The quantities and locations of the applicable public curbside receptacles are identified on Exhibit M.

Collection services from any public curbside receptacles that are adjacent or located within close proximity to existing transit shelters are not required as part of this contract and have been excluded from Exhibit M, as services for such receptacles are provided through another contract.

In the event the quantities and locations of the public curbside receptacles change during the term of this contract, the Contract Manager or PWR will notify the Contractor of such change in writing. Collections from any additional public curbside receptacle will be compensated at the price identified on Form PW-2, Schedule of Prices.

The County is considering replacing the current public curbside receptacles with Solar Trash Compactors (Compactors). In the event the current receptacles are replaced, the cost for servicing and maintaining cleanliness of the compactors shall remain the same as the current cost for servicing the public curbside receptacles.

1) Collections at Public Curbside Receptacles

In the event any of the public curbside receptacle has a cover and/or metal or plastic liner, the Contractor, when collecting the discards from the public curbside receptacle, shall remove cover, empty the inner liner, and then replace the liner and cover. If any metal or plastic liner is damaged beyond repair during services by the Contractor, such liner shall be replaced at the Contractor's expense.

Contractor shall also clean and collect all loose litter and debris around the base of the public curbside receptacles, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The Contractor shall carry on each truck, hand tools such as rakes, shovels, and brooms to aid with the cleanup of incidental litter and debris.

2) Frequency of Collections from Public Curbside Receptacles

Contractor shall collect discards from the public curbside receptacles, twice per day, Monday through Saturday, with the first collection occurring between the hours of 7 a.m. and 9 a.m., and the second collection between the hours of 2 p.m. and 4 p.m.

c. **Service Response**

In the event that it becomes evident that Contractor may not be able to complete its scheduled work within the business hours specified herein due to circumstances beyond Contractor's control as defined in Exhibit B, Section 3.C, Termination/Suspension for Default, Contractor shall immediately notify the Contract Manager or PWR so that necessary measures can be taken to maintain the scheduled service without delay or interruption.

The Contractor may be required upon oral or written request from the Contract Manager or PWR to go back over any collection areas to cleanup discarded materials, from alleys or public curbside

receptacles. This shall be accomplished on any day or days designated by the Contract Manager or PWR using Reasonable Business Efforts.

Contractor shall provide a single point of contact for dispatch service requests to the crews.

d. Holiday Collection

When the collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, or when any of the foregoing holidays occurs on a Saturday or Sunday, but is legally observed on the previous Friday or the following Monday, Contractor shall select one of the following options, which shall remain effective during the life of this Contract, unless otherwise approved by the Contract Manager or PWR.

- 1) Collect one day prior to or one day after the holiday, provided that regular collection can be maintained on scheduled days during the remainder of the week; or
- 2) Collect one day after the holiday and one day later than the regularly scheduled day during the remainder of the week.

e. Standard Performance

The work specified herein shall be done in a thorough and professional manner to the satisfaction of the Contract Manager or PWR. The Contract Manager or PWR will approve or disapprove Contractor's performance under this Contract.

2. Disposal and Management of Materials Collected

The Contractor shall dispose of all refuse collected at permitted facilities pursuant to the Los Angeles County Code, Title 20 and all other Federal, State, and local laws and regulations.

Major appliances and metallic discards collected shall not be mixed with regular refuse. Except as provided by Section 42170(b), as amended, of the California Public Resources Code, any major appliance, metallic discard, or e-waste which contains enough metal to be economically feasible to process for reuse or recycling as determined by the permitted facility operator shall not be disposed of in or on land.

Except as noted otherwise, Contractor shall not collect, transport, or dispose of hazardous or toxic materials as defined per Federal, State,

local laws, or regulations under this Contract. In the event that any hazardous or toxic materials, universal waste or any other unpermitted waste is identified, Contractor shall immediately notify the Contract Manager or PWR.

3. Method of Collection and Vehicles - Environmental Compliance

1. The Contractor shall comply with all related County Ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates.
2. All Contractor's vehicles used to collect, transport, and dispose of refuse shall be so constructed such that refuse will not blow, fall, sift, or leak out of the vehicle into the street.
3. Each Contractor's vehicle used to collect, transport, and dispose of discarded materials in the service area shall be equipped with an adequate shovel, rake, and broom. Contractor and/or its employees shall pick up any discards and litter deposited upon the streets, roads, highways, sidewalks, and public areas by reason of the activities of Contractor. All materials collected shall be recycled to the maximum extent feasible.
4. All Contractor's vehicles used to collect, transport, and dispose of discarded materials in the service area shall, at all times, be kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Contract Manager or PWR. All such vehicles shall be painted the same color(s).
5. The words in the following order: "County of Los Angeles, Mesa Heights Garbage Disposal District," and the "Contractor's Name or Firm Name," together with Contractor's "Phone Number," shall be printed or painted in legible letters, not less than 4 inches (101.6 mm) in height, on both sides of all trucks and conveyances used in the service area in performance of this Contract, except those used to perform collections from public curbside receptacles.
6. Only those vehicles approved by the Contract Manager or PWR for collecting discarded materials shall be used in the service area.
7. Contractor shall be responsible for maintaining established inspection and maintenance procedures to ensure that all vehicles are safe to operate within the service area at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District

(SCAQMD), the manufacturer, and all other applicable Federal, State, County, and local laws and regulations.

8. Contractor shall comply with all the provisions of Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, issued by SCAQMD for all new or replacement of vehicles purchased after July 1, 2001, for work performed under this Contract. Contractor shall comply with all the provisions of the Diesel Particulate Matter Control Measures as prescribed under Title 13 of the California Code of Regulations, Division 3, Chapter 1, Article 4, Section 2020 et seq. Contractor shall provide the Director/Designee a report to include compliance with all the requirements, best available control technology used on each engine or collection vehicle in its fleet as required by the implementation schedule in subsection (c). If requested, provide a copy of approval for compliance extension from the Executive Officer of the Air Resources Board, and description of the Diesel Emission Control Strategy Special Circumstances. Upon request, Contractor shall provide copies of all records kept as prescribed by Section 2021.2 of Title 13 CCR. A report containing above information shall be submitted by December 31, 2010, and annually thereafter by December 31 of each year through the life of this Contract.
9. All drivers employed by Contractor as well as those employed by the subcontractor, if applicable, shall have the required drivers licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the service area. Contractor shall have procedures to maintain a good level of driver proficiency among drivers that are working under this contract that include, but are not limited to, monitoring of their drivers' driving performance and driver records.
10. Should the Contract Manager or PWR at any time give notification to Contractor that any designated collection vehicle or other conveyance is not in compliance with the County of Los Angeles Department of Health Services, California Highway Patrol, and/or the SCAQMD's standards, such vehicle or other conveyance shall be forthwith removed from service by the Contractor and not again so employed hereunder until inspected and approved by the Contract Manager, PWR, and/or the Health Officer. Contractor shall be held responsible for maintaining the collection schedule in such action.
11. All Contractor's vehicles and equipment used in the collection of discarded materials shall be kept in a clean, sanitary place at all times when not in use. Contractor shall comply with all laws and

regulations relating to the parking or storage of such vehicles and equipment.

4. Collections are Contractor's Property

All discarded materials collected as part of this contract shall be and become the Contractor's property upon collection unless otherwise directed by the Contract Manager or PWR.

5. Entering Private Property

Unless otherwise specified in this Contract, Contractor shall not be under any obligation to enter private courts or places, or other private property, to make collections under this Contract, except by order of the Contract Manager or PWR.

If, for any reason, the Contractor elects to encroach upon private properties, the Contractor shall first obtain permission from the Contract Manager or PWR and written permission in writing from the owner. The Contractor shall provide evidence of such permission in writing to the Contract Manager or PWR prior to entering upon such properties.

The Contractor shall indemnify and hold the County harmless from all claims of damages occasioned by such work or activity, whether done in compliance with this Section and with permission or in violation of this section without permission.

6. Lead Person

Contractor shall assign a lead person whose responsibility shall be to represent Contractor's operation in the field, and who shall serve as liaison between Contractor's crews in the field and the County. The lead person shall spend as much time supervising the collection routes as is needed to accomplish the provisions of these Specifications.

The lead person shall be provided with a separate vehicle, other than a vehicle used for the collecting discarded materials. Within ten days of the award of this Contract, Contractor shall inform the Contract Manager or PWR of the name, title, and telephone number of the assigned lead person.

7. Support Staff

Contractor shall provide support staff including all overhead and office personnel required, including dispatch operations and field supervision for quality assurance, inspection, and monitoring of standard crew performance.

8. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The access right of the public in the alleys shall be considered at all times. The Contractor shall provide all safety measures necessary to protect the public and workers.

D. Permits/Licenses

Contractor shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/permits from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract including, but not limited to, a valid Waste Collector Permit issued by the County Department of Health Services.

E. Uniforms

All employees of Contractor shall be dressed with uniformity and in clean uniforms furnished by Contractor to the satisfaction of the Contract Manager or PWR. The uniform shall bear Contractor's name and logo, if applicable. Contractor shall maintain an array of uniforms in various sizes for use by new employees.

Contractor's employees shall not remove portions of their uniform while working under this Contract. No employee shall start work unless the employee is dressed in a clean uniform. Contractor shall furnish each employee a set of rain gear that shall be carried in the vehicle for use in case of inclement weather.

F. Monthly Reports

Contractor shall submit monthly reports to the Contract Manager or PWR, including the following:

1. The total weight, and subtotal weights and quantities by types of materials, of all discarded items collected from the alleys as part of this contract.
2. Categories of the types of materials collected, under which respective weights and quantities shall be reported, shall include the following:

- a. Refuse
- b. Recyclables
- c. Green Waste/Organics
- d. Bulky Items
- e. Major Appliances/White Goods
- f. Covered electronic devices and other consumer electronic devices
- g. Any other material types as identified by the Contract Manager or PWR

Under each category of the types of materials collected, specific item names shall also be identified (such as couches, wood pallets, tires, lumber, clothes, trees, or refrigerator)

3. The destination facility which received these items shall also be identified in the monthly report, for the respective categories and/or items.
4. Any other pertinent information as identified or requested by the Contract Manager or PWR shall also be included in the monthly report.

The first monthly report is due on the 15th of the following month upon commencement of this contract, and on the 15th of each subsequent month throughout the duration of this contract. When Contractor submits monthly reports to the Contract Manager or PWR, such reports shall be deemed timely received only if delivered or postmarked on or before the due date.

All reports shall be forwarded to the following address unless otherwise notified by the Contract Manager or PWR:

Mr. Steve Milewski
County of Los Angeles Department of Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, California 91802-1460

G. Communications

Contractor shall provide a telephone system in operation at its main office to the Contract Manager or PWR from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays to receive instructions from the Contract Manager or PWR.

Contractor shall have cell phones and/or a mechanism of communication in place to receive instructions and confer with the Contract Manager or PWR and the crew during operations in order to sufficiently respond to the specifications of the Contract.

The Contract Manager or PWR and the County Sheriff and Fire Departments shall be provided with an emergency telephone number where the Contractor or its representative may be reached and who will return any emergency call as soon as possible and in any event within one hour.

H. Equipment/Vehicles

Contractor shall provide heavy and/or appropriate equipment to remove large quantities of discarded materials.

Contractor shall provide a sufficient number of dedicated vehicles and employees to collect all discarded materials placed in the alleys.

1. Contractor shall be required to provide stake body vehicles or other refuse collection vehicles, approved by the Contract Managers or PWRs, with a mechanical or hydraulic tailgate lift for the collection of bulky item materials. Contractor shall provide adequate and suitable equipment, vehicles and skip loaders necessary to perform the work. Contractor shall provide adequate vehicles that can maneuver in the alleys within the district, in spite of overgrown vegetation and or leaning fences, Contractor shall also be required to provide noncompacting vehicles for the collection of white goods that may contain chlorofluorocarbons.
2. Contractor shall provide miscellaneous hand tools including rakes, shovels, and brooms on each truck to aid with the cleanup of incidental litter and debris.
3. Contractor shall have established procedures that include, but are not limited to, routine inspections and maintenance that ensure 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, the California Highway Patrol, the SCAQMD, and other applicable Federal, State, County, and local laws and regulations.

I. Special Safety Requirements

Contractor and its employees/agents shall be expected to observe and comply with all applicable Cal/OSHA, Federal, State, and County safety requirements while performing these services. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Contractor shall train its employees to identify, and not to collect hazardous or infectious waste.

J. Storage Facilities

Public Works will not provide storage facilities for the Contractor's equipment.

K. Fees and Gratuities

Contractor shall not, nor shall Contractor permit any agent, employee, or subcontractor employed by Contractor, to request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm, or corporation.

L. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

SECTION 2

METHOD OF PAYMENT

TASK 2

Compensation for Task 2 services are specified as follows:

A. Change in Service Area of District

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 District 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 District.

B. Dissolution of District

It is understood that in the event of the dissolution of the District, 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 District was created, by operation of law, or resulting from municipal annexation or incorporation.

C. Petition to Adjust Monthly Rate

Beginning April 15 of the second contract year and thereafter by April 15 of each year throughout the term of the contract, Contractor may submit a petition to the Director/Designee to adjust the Monthly Rate. At the sole discretion of the Director/Designee, any new Monthly Rates may be approved by the Director/Designee as provided herein as early as the following July 1 of each year.

"Weighted Rate Adjustment Percentage" means sum of the adjustments due to changes in the CPI, DOE CNG, EIA LNG, and DOE Diesel and disposal tipping fees calculated as provided in this Section.

The Weighted Rate Adjustment Percentage multiplied by the prior Monthly Rate is added to the prior Monthly Rate to yield the Adjusted Monthly Rate.

1. **Cost-of-Living Adjustment (COLA) Per County Provision**

65 percent of the Monthly Unit Rate set forth in Form PW-2 (Schedule of Prices) may be adjusted by 75 percent of the average monthly increase or decrease in the CPI during the nine month period beginning July 1 and ending April 1 of the current contract year.

However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office (CEO) as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

"CPI" means the Consumer Price Index for all Urban Consumers (Los Angeles-Riverside-Orange County) (Not Seasonally Adjusted) All items, Series ID CWURA421SA0, Base Period 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost/cu>

2. **Adjustment Due to Change in DOE, CNG, EIA LNG or DOE Diesel (Fuel Component)**

- The DOE CNG rate adjustment will apply only to the percentage of vehicles in a fleet used to provide collection under this Contract that use compressed natural gas.
- The EIA LNG rate adjustment will apply only to the percentage of vehicles in a fleet used to provide collection under this Contract that use liquefied natural gas.
- The DOE Diesel rate adjustment will apply only to the percentage of vehicles in a fleet used to provide collection under this Contract that use diesel.

3. **Adjustment Due to Change in DOE CNG (DOE CNG Component)**

The DOE CNG Component will be adjusted by the percent change, if any, between the following:

- The DOE CNG commencing April 1 of the previous year to March 31 of the current year, and
- The DOE CNG published during the four-quarter period commencing April 1 of the next previous year and ending March 31 of the previous year,

as confirmed by COUNTY'S Auditor-Controller.

"DOE CNG" means the Nationwide Average Price for Fuel-Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy / Clean

Cities Alternative Fuel Price Report from the United States Department of Energy website, http://www.eere.energy.gov/afdc/price_report.html or if that is permanently discontinued, another CNG price published by a state or the federal government selected by the Director.

"DOE CNG Component" means 5 percent of the Monthly Rate multiplied by the percentage of vehicles that use compressed natural gas.

4. **Adjustment Due to Change in Energy Information Administration (EIA) LNG (EIA LNG Component)**

The EIA LNG Component will be adjusted by the percent change, if any, between the following:

- The EIA LNG commencing April 1 of the previous year to March 31 of the current year, and
- The EIA LNG published during the four-quarter period commencing in April of the next previous year and ending in January of the previous year,

as confirmed by COUNTY'S Auditor-Controller.

"EIA LNG" means the average for fuel – Product / All Types for Area / California (period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm, or if that is permanently discontinued, another LNG price published by a state or the federal government selected by the Director.

"EIA LNG Component" means 5 percent of the Monthly Rate multiplied by the percentage of vehicles that use liquid natural gas.

5. **Adjustment Due to Change in DOE Diesel (DOE Diesel Component)**

The Diesel Fuel Component will be adjusted by the percent change, if any, between the following:

- The DOE Diesel during the 12-month period commencing April 1 of the previous year to March 31 of the current year.
- The DOE Diesel during the 12-month period commencing April 1 of the next previous year to March 31 of the previous year.

"DOE Diesel" means the Diesel (On Highway) – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm, or if that is permanently discontinued, Producers Price Index – Commodities Fuels and related products and power / No. 2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost>.

"DOE Diesel" means 5 percent of the Monthly Rate multiplied by the percentage of vehicles that use diesel.

6. **Adjustment for Changes in Facility/Tipping Fees (Disposal Component)**

30 percent of the Monthly Rate may be adjusted by any change in tipping fees charged to the Contractor by the solid waste facility designated by the Contractor during the period beginning April 1 of the prior year and ending on March 31 of the current contract year. Contractor must substantiate the change in cost for Refuse disposal to the satisfaction of the Director/Designee. Documentation may include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal cost, posted gate rates, and detailed comparisons of current and previous disposal fees. Contractor shall also provide an explanation for use of any alternate disposal sites.

In the event the Contractor is/or affiliated with the owner and/or operator of the designated solid waste facility by which the contractor is charged the tipping fee for the management of solid waste collected within the District, Contractor shall describe the circumstances under which the Contractor's request for an adjustment of the Monthly Rate should be considered, for approval by the Director/Designee.

7. **Change in Contractor's cost of providing services due to changes in law or changes in services or standards as agreed between the Contractor and Director/Designee.**

Any adjustments to the Initial Monthly Rate pursuant to those paragraphs entitled "Petition to Adjust Monthly Rate" shall not exceed the following maximum percentages:

- 30 percent over the initial seven-year period of the contract, or
- 32 percent, 34 percent, and 36 percent at the first, second, and third option years, respectively, if applicable.

For example, the Initial Monthly Rate may be adjusted up to 30 percent during the seven-year period beginning the service commencement date on July 1, 2010, and ending June 30, 2017. In the event that the termination date of the Contract is extended to June 30, 2018, any adjustment to the Initial Monthly Rate shall not exceed 32 percent.

If a price or index is temporarily discontinued on the date of adjustment, the last available price or index for the required period of time will be used.

The Director/Designee will, within 50 working days of receipt of Contractor's petition and detailed schedule, perform a review to substantiate the increase (s). At that time, the Director will determine, at the Director's sole discretion, whether Contractor has substantiated its petition for increase, and an adjustment may be made to the annual rate to compensate Contractor for the increase (s). Such adjustment shall only be made to the extent funds are available. The Director/Designee may request the assistance of the Auditor-Controller in making an adjustment for which a petition and documentation has been received.

Monthly Rates will be adjusted only if there are no breaches that have not been cured after notice from the Director/Designee and no defaults. Rates will not otherwise be adjusted, for events such as changes in the price of fuel or increases in Disposal tipping fees other than as described in the preceding items 1 through 3, of this subsection. If Contractor and Director/Designee fail to reach agreement to adjust the Monthly Rate as a result of changes in law or changes in services described in contract documentation, County has the option to terminate this Contract.

8. Sample Calculation of Adjusted Monthly Rate

Table 1 – Adjustment Due to Change in CPI (Service Component)

Calculate the percent change in CPI (12-month average; not month-to-month)	April 1, 2006-March 31, 2007	221.64
	April 1, 2007-March 31, 2008	228.59
	Percent Change	3.14% (not more than 5% and not more than County salary movement)
Adjustment to Service Component	75% of percent change in CPI	2.35%

Table 2a- Adjustment Due to Change in DOE CNG (DOE CNG Component)

Calculate the percent change in DOE CNG (average of quarters in year may vary; not quarter-to-quarter)	April, July and October 2006 quarters, and January 2007 quarter	$(2.05+2.30+1.99+2.06)/4=8.40/4=2.10$
	April, July and October 2007 quarters, and January 2008 quarter	$(2.09+2.29+2.33+2.44)/4=9.15/4=2.29$
	Percent Change	$(2.29-2.10)/2.10=0.19/2.10=0.0905$ 9.05%
Adjustment to DOE CNG Component	For 3 out of 10 vehicles* 30% of percent change in DOE CNG	$0.30 \times 9.05\%=2.72\%$

Table 2b -Adjustment Due to Change in EIA LNG (EIA LNG Component)

Calculate the percent change in EIA LNG (12-month average; not month-to-month)	April 1, 2006 - March 31, 2007	121.63
	April 1, 2007 - March 31, 2008	153.01
	Percent Change	2.58% (not more than 5%)
Adjustment to EIA LNG Component	For no vehicles* using EIA LNG 0% of percent change in EIA LNG	$0.00 \times 2.58\%=0\%$

Table 2c- Adjustment Due to Change in DOE Diesel (DOE Diesel Component)

Calculate the percent change in DOE Diesel (12-month average; not month-to-month)	April 1, 2006 - March 31, 2007	271.66
	April 1, 2007 - March 31, 2008	317.55
	Percent Change	16.89%

Adjustment to DOE Diesel Component	For 7 out of 10 vehicles* 70% of percent change in DOE Diesel	11.82%
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*In the example used in Tables 2a, 2b, and 2c, the Contractor owns a total of ten vehicles of which three vehicles use compressed natural gas, seven vehicles use diesel, and there are no vehicles that use liquid natural gas. Indices used in Tables 2a, 2b, and 2c are for sample calculation purposes.

**Table 3 -Adjustment Due to Change in Facility/Tipping Fees
(Disposal Component)**

Disposal tipping fee charges on April 1, 2007	\$24.00
Disposal tipping fee charges on March 31, 2008	\$35.00
Percent change; Adjustment to Disposal Component	45.83%

Table 4- Weighted Rate Adjustment Percentage

Rate Adjustment Components	Percent of Monthly Rate	Adjustments to Components	Weighted Rate Adjustment Percentage
Service Component (CPI)	65%	2.35%	1.53%
Fuel Component: DOE CNG Component EIA LNG Component DOE Diesel Component	5%	2.72% 0% 11.82%	0.14% 0.59%
Disposal Component	30%	45.83%	13.75%
Total Weighted Rate Adjustment Percentage			16.01%

Adjusted Monthly Unit Rate

If the total Weighted Rate Adjustment Percentage is 16.01 percent then a hypothetical Monthly Unit Rate of \$17.00 would be adjusted as follows:

$$\begin{aligned}
 \text{Adjusted Monthly Rate} &= \$17.00 + [16.01\% \times \$17.00] \\
 &= \$17.00 + \$2.72 \\
 &= \mathbf{\$19.72}
 \end{aligned}$$

D. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements the County may, in lieu of other remedies provided by law or this Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision for the assessment of liquidated damages nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract Work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the contract work in accordance with the terms and conditions of this Contract at the Proposal price.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance, untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The County may in its sole discretion require the Contractor to pay the County, or the County may withhold from monies due the Contractor, the sums of liquidated damages specified below for Contractor's failure of its duty to perform the contract as specified.
 - a. Failure to maintain the collection schedule during the hours of service as defined in this Exhibit's, Section C, Work Description - \$50 per day not collected on the scheduled day.
 - b. Failure to remedy a complaint which is found to be justified by the Contract Manager or PWR within 24 hours after notification by the Contract Manager or PWR - \$200 per 24-hour period for each complaint.
 - c. Leaking or spilling refuse and other collected discards, and failure to pick up such refuse and other collected discards - \$75 per each occurrence.
 - d. Leaking or spilling hydraulic fluid or other liquid, and failing to pick up or clean up those substances immediately - \$100 per each occurrence.
 - e. Failure to answer the telephone during the hours specified in this Contract - \$25 per each occurrence.
 - f. Failure to maintain any truck for collecting refuse and other discards, in accordance with this Contract after one warning by the Contract Manager or PWR - \$150 per truck per day.
 - g. Failure to submit any required reports and/or proof of collection in the time frame as specified in this Contract - \$200 per occurrence.
 - h. Failure to maintain the hours of operation between 7 a.m. and 4 p.m. - \$200 per truck per occurrence per day.
 - i. Failure to follow Special Safety Requirements specified in this Contract - \$250 per occurrence.

The Contract Manager may decline to levy liquidated damages if it is found that the definition of the incidents is caused by a strike, accident, or similar occurrence beyond the control of the Contractor as defined in Exhibit B, Section 3.C, Termination/Suspension for Default. In the event that the Contract Manager determines to levy liquidated damages, the Contract Manager will notify the Contractor in writing. Public Works will thereupon deduct the amount of such liquidated damages from any payment, which is due to Contractor or which thereafter becomes due. The determination by the Contract Manager will be final and conclusive.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Invitation for Bids, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Act. The Health and Safety Code of the State of California, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 Government Code Section 56000, et seq., and Sections 49000 through 49195 of the Public Resources Code, the District reorganization Act of 1965, and the Knox-Nesbet Act.
2. Agreement. The written contract for the performance of the work as outlined in the specifications.
3. Alley. A publicly owned and maintained narrow street or lane usually located behind a row of buildings or between two rows of buildings that face an adjacent street.
4. Automated Collection. Solid waste collection by mechanical means: where arms or other devices extend from the collection vehicle, grasp or otherwise manipulate containers, lift them overhead, tip them to empty solid waste into the vehicle, and set them back down on the ground. Fully automated collection requires no manual labor to grasp containers.
5. Award of Contract. The date the contract is approved by the Board and executed by both parties.
6. Best Business Efforts. Those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of that person's business judgment intending in good faith to take

steps calculated to satisfy the obligation, which that person has undertaken to satisfy; provided that the person and/or any enterprise by which that person is employed would not incur a financial loss (other than time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending those efforts.

7. Board. The Board of Supervisors of the County of Los Angeles.
8. Business. Business is a commercial and/or industrial establishment.
9. Buy-Back Center. A fixed location wherein recyclable materials may be sold.
10. Combustible Refuse. All combustible material including, but not limited to, paper; rags; discarded household bedding; excelsior; other packing materials, cardboard cartons; boxes and containers of wood or fiber, sawdust, or shavings from lumber yards, mills, factories, or shops; lumber scraps; wood or wooden articles; and grass, trees, plants, vines and the pruning thereof. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.
11. Commencement of Contract. The date service is to commenced.
12. Commercial Establishment. Any site for financial establishments, service-oriented concerns, retail stores, food establishments, commercial warehouses, professional/governmental offices/facilities, civic concerns, hospitals and other health care facilities, libraries, and nonprofit research organizations.
13. Commingled Refuse and Recyclable Materials. A mixture of refuse and several recyclable materials placed in one container.
14. Commingled Refuse, Recyclable Materials, and Green Waste. A mixture of refuse, several recyclable materials, and green waste placed in one container.
15. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

16. Contract Work. Construction, maintenance, repair, or service performed for the District by a contractor in conformance with applicable plans and Specifications.
17. Contractor. The person or persons, copartnership, joint venture, or corporation who has entered into an agreement with the District to perform or execute the work covered by the Specifications.
18. County. County of Los Angeles, County of Los Angeles Department of Public Works.
19. Consumer Electronic Device. Any electronic device or any component of an electronic device, including, but not limited to, computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, calculators, and some appliances. A consumer electronic device does not include any CRT device as defined in this Section or any major appliance as defined in the Public Resources Code Section 42166. The requirements of this chapter only apply to consumer electronic devices as described in Section 66273.2(a) (i.e., those wastes that exhibit the characteristic of toxicity).
20. Covered Electronic Device. A cathode ray tube, cathode ray tube device, flat panel screen, or any other similar video display device with a screen size that is greater than 4 inches in size measured diagonally and which Public Works determines when discarded or disposed, would be a hazardous waste pursuant to Chapter 6.5 (commencing with Section 25100) of Division 20 of the Health and Safety Code.
21. Covered Electronic Waste. A covered electronic device that is discarded or disposed.
22. Covered Electronic Waste Recycler. A person who engages in the manual or mechanical separation of covered electronic devices to recover components and commodities contained therein for the purpose of reuse or recycling, including a person who changes the physical or chemical composition of a covered electronic device as defined in Section 42463(i)(2) and a manufacturer as defined in Section 42462(i)(3) of the Public Resources Code.
23. CRT. Cathode ray tube (CRT) is a vacuum tube or picture tube used to convert an electrical signal into a visual image.
24. Days. Calendar days unless otherwise defined.
25. Department. County of Los Angeles Department of Public Works.

26. Designate Waste. As defined in Section 2522, Title 23, of the California Code of Regulations.
27. Destination Facility. A facility that treats, disposes of, or recycles a particular category of universal waste, except those management activities described in Section 66273.13; Section 66273.33(a), (b), (c); and Section 66273.83. A facility at which a particular category of universal waste is only accumulated is not a destination facility for purposes of managing that category of universal waste.
28. Designee. The Director's authorized representative from Public Works.
29. Director. The Director of Public Works, County of Los Angeles, as used herein, shall mean the Road Commissioner or County Engineer, County of Los Angeles, or Chief Engineer, Garbage Disposal District, or the Director's authorized representative(s).
30. Disposal Site. The place, location, tract of land, area or premises in use for the landfill disposal of solid waste. Disposal site includes a solid waste landfill, as defined in Section 46027 of the California Public Resources Code. Unless determined otherwise by the Director/Designee, for the purpose of this Contract, disposal site includes a solid waste facility as defined in Part II, Section 1.58, Transformation Facility.
31. District. Mesa Heights Garbage Disposal District as shown in Exhibit E.
32. Emergency Situation. Any situation wherein the Director determines that the public health and safety of the residents of the District is at imminent risk or danger.
33. Facility. Any permitted facility; recycling center, station, or facility; or composting center, station, or facility.
34. Garbage. All animal and vegetable refuse from kitchens of households or restaurants, all household waste, which has been prepared for or been used for food, or shall have resulted from the preparation of food or table refuse of offal, and every accumulation of animal, vegetable, and other matter that attends the preparation, consumption, decay dealing in or storage of meats, fish, fowls, fruits, or vegetables and shall include all refuse which shall have resulted from sorting or the commercial preparation or processing of food products in canneries, dehydrating plants, preserving works, pickling works, or other food manufacturers or distributors. Hazardous, designated, radioactive, and medical waste/materials are specifically excluded.

35. Green Waste. All vegetable cuttings, shrubs, stumps, brushes, tree trimmings, grasses and related materials, which have been separated from other solid waste. Green waste does not include stumps with diameters larger than 10 inches. Green waste may also be referred to as yard waste.
36. Hazardous, Radioactive, and Medical Waste Material. All hazardous, radioactive, and medical waste and materials as defined by any Federal, State, and local law.
37. Health Officer or County Health Officer. The County Health Officer of the County of Los Angeles or authorized deputy, agent, representative; the Director of Health Services; or such other person as the Board of Supervisors may designate in lieu of such health officer.
38. Industrial Establishment. Any site for mechanized manufacturing activities including factories, food processing, mineral extraction, power generation, refineries, fuel storage facilities, and publicly operated treatment works.
39. Kenneth Hahn Hall of Administration. The Hall of Administration located at 500 West Temple Street, Los Angeles, California 90012.
40. Major Appliance. Any domestic or commercial device, including, but not limited to, a washing machine, clothes dryer, hot water heater, dehumidifier, conventional oven, microwave oven, stove, refrigerator, freezer, air conditioner, trash compactor, and residential furnace.
41. Materials Recovery Facility. A permitted solid waste facility where solid wastes or recyclable materials and green waste are sorted or separated by hand or by use of machinery for the purposes of recycling or composting.
42. Materials Which Require Special Handling. Sodium azide canisters in unspent air bags, which are determined to be hazardous by Federal and State law or regulation, encapsulated polychlorinated biphenyls (PCBs) in major appliances, chlorofluorocarbons (CFCs) injected in air conditioning/refrigeration units, or any other hazardous waste or hazardous material regulated by the California Department of Toxic Substances Control.
43. Metallic Discard. Any large metal article or product, or any part thereof, including, but not limited to, metal furniture, machinery, major appliances, electronic products, and wood-burning stoves.
44. Medical Waste. As defined in Chapter 6.1 (The Medical Waste Act), Division 20 of the California Health and Safety Code.

45. Multifamily Residence. All parcels of land which contain three or more dwelling units.
46. Multifamily Resident. Property owners or tenants of all parcels of land, which contain three or more dwelling units.
47. Noncombustible Refuse. All ashes, bottles, broken glass, crockery, earthenware, tin cans, tin ware, wire netting, articles of discarded metal or stone, automobile tires and tubes, metal kegs, barrels, casks, water heaters and dismantled incinerators, plaster, stucco, dirt, rocks, brick and other such building material. Hazardous, designated, radioactive, and medical waste/material as defined is specifically excluded.
48. Permitted Facility. Any facility where disposal of refuse occurs. Such facilities must have received a solid waste facility permit and all other applicable Federal, State and local agency permits.
49. Permitted Transformation Facility. A transformation facility for which there exists: (1) a current Solid Waste Facility Permit issued by the Local Enforcement Agency and concurred by the California Integrated Waste Management Board; (2) a Land Use Permit/Conditional Use permit issued by the local jurisdiction's land use authority; (3) a Permit to Operate issued by the local Air Quality Management/Air Quality Pollution Control District, and, if applicable; (4) a Waste Discharge Requirements permit issued by the appropriate California Regional Water Quality Control Board. See also Transformation Facility.
50. Proposal/Bid. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals, Invitation for Bids).
51. Proposal/Bid Form. The blank form prepared (Schedule of Prices) and furnished by Public Works upon which all priced Proposals/Bids shall be submitted.
52. Proposer/Bidder. Any individual, firm, or corporation submitting a priced Proposal/Bid for the work acting directly or through a duly authorized representative.
53. Public Works. County of Los Angeles Department of Public Works whose function, among other things, as defined in the County Code, Title 2, Administration, Chapter 2.18, Section .010, is the administrator of the Garbage Disposal Districts contracts.
54. Public Works Facilities. All facilities designated by Public Works, an agency of the County of Los Angeles.

55. Recyclable Materials. All aluminum and metal cans; newspapers, all plastics Nos. 1 and 2, mixed paper, junk mails, magazines, telephone books, cardboard and office paper; glass bottles and/or jars; plastic soda bottles and milk and water containers; plastic bags, such as bread, frozen food, and grocery bags, and/or squeezable condiment containers; and green waste. Recyclable materials, for the purpose of this Contract also includes food waste generated by the commercial food establishments within the District. The Director may expand the definition to include other plastics, paper, glass, used motor oil, ferrous metal, aluminum, or other recyclable materials upon 30 days written notice to the Contractor.
56. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation as defined as the incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.
57. Recycling Center, Station, or Facility. Recycling centers, stations, or facilities are facilities whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing. Such a center, station, or facility must have received all necessary permits/licenses as may be required by Federal, State, and local laws and regulations.
58. Refuse. Refuse for this Contract shall be defined as solid waste as defined in the Los Angeles County Code, Section 20.72.190 and/or Section 40191 of the California Public Resources Code.
59. Refuse Carts. Carts designed for safe handling of refuse. Such carts must be nonabsorbent, water tight, vector resistant, durable, and easily cleanable. Carts shall be of adequate size and in sufficient numbers to contain without overflowing all of the refuse that a property generates within the designated removal period. Carts shall not exceed reasonable lifting weights for an average physically fit individual except where mechanical loading systems are used. In all instances, container shall not be larger than 3 cubic yards.
60. Residences. All single-family residences and duplexes.
61. Residents. Property owners or tenants of single-family residences and duplexes.
62. Responsible Proposer/Bidder. A Proposer/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 District's policy to conduct business only with responsible contractors.

- 63. Solicitation Document. Request for Proposals, Invitation for Bid, Request for Quotation, etc.
- 64. Solid Waste. As defined in Section 40191 of the California Public Resources Code and/or Section 20.72.190 of the County Code. For the purpose of this Contract, solid waste does not include liquid waste. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.
- 65. Specifications. The directions, provisions, and requirements contained herein, and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.
- 66. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by this Contract.
- 67. Transformation Facility. Defined in Section 18720(77), Title 14, of the California Code of Regulations as a facility whose principal function is to convert, combust, or otherwise process solid waste by incineration, pyrolysis, destructive distillation, or gasification, or to chemically or biologically process solid wastes for the purpose of volume reduction, synthetic fuel production, or energy recovery. Transformation facility does not include a composting facility. See also Permitted Transformation Facility.
- 68. Waste stream. The total flow of solid waste from homes, businesses, institutions, and manufacturing plants that must be recycled, burned, or disposed of in landfill, or any segment thereof, such as the residential waste stream or the recyclable waste stream.
- 69. White Goods. See definition for Major Appliance.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. District reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. District may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims which Contractor may have against District.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District contracts, District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. District's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide District with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. District will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If District requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for District approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to District for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County and District harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project,

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from District under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with District enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence District's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract

termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. District's Quality Assurance Plan

District or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which District determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by District and Contractor. If improvement does not occur consistent with the corrective action measures, District may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to District Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County and District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, District may make

any necessary repairs. All costs incurred by County and District, as determined by County and District, for such repairs shall be repaid by Contractor by cash payment upon demand. District may deduct from any payment otherwise due Contractor for costs incurred by District to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, District, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or District or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of District, District may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless District, County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by

Contractor's employees for which District and/or County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor, County and District agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. 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 the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow District representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by District.
7. If District finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which District may terminate for default or suspend this Contract. While District reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated

Federal or State antidiscrimination laws or regulations shall constitute a finding by District that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, District shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County and District from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against District or County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between District and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

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accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to District shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

DD. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, District shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:
 - a. Contractor shall develop all publicity material in a professional manner.
 - b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of District without the prior written consent of the Contract Manager. District shall not unreasonably withhold such written consent.

- c. Contractor may, without prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with District, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Invitation For Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of District. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). District and County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event 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 proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify District and 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.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to District and County during the term of this Contract and for a period of five years thereafter unless District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in District, provided that if any such material is located outside District, then, at District's

option, Contractor shall pay District for travel, per diem, and other costs incurred by District to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which District may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of District conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that District's dollar liability for any such work is less than payments made by District to Contractor, then the difference shall be either: a) repaid by Contractor to District by cash payment upon demand or b) at the sole option of County's Auditor Controller, deducted from any amounts due to Contractor from District, whether under this Contract or otherwise. If such audit finds that District's dollar liability for such work is more than the payments made by District to Contractor, then the difference shall be paid to Contractor by District by cash payment, provided that in no event shall District's maximum obligation for this Contract exceed the funds appropriated by District for the purpose of this Contract.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of District. Any attempt by Contractor to subcontract without the prior written consent of District may be deemed a material breach of this Contract and the District may terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at District's request:

- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by District.
2. Contractor shall indemnify and hold County and District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding District's approval of Contractor's proposed subcontract.
4. District's consent to subcontract shall not waive District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this District's right.
5. The Contract Manager is authorized to act for and on behalf of District with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding District's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by District from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

II. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

JJ. Waiver

No waiver by District or County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other

provision of this Contract. Failure of District to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

KK. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, District shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

LL. Security and Background Investigations

The Bidder shall be responsible for ongoing implementation and monitoring of the following for each Bidder employee or agent providing service under this Contract who may come into contact with the public including, but not limited to, vehicle operators, Supervisors and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Bidder shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Bidder.
2. No Contractor Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Bidder shall be under a continuing obligation to immediately remove any Contractor Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Bidder may only make an exception to this requirement if Bidder determines that there were mitigating circumstances or that the conviction is not related to the Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor Employee pursuant to this section shall not relieve Bidder of its obligation to provide services in accordance with the terms and conditions of this Contract.

4. The Bidder shall annually submit to the Contract Manager a certificate of compliance attesting that each Contractor Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by District, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by District, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples,

and other materials prepared by Contractor under this Contract shall be delivered to District upon request and shall become the property of District.

C. Termination/Suspension for Default

1. District may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as District may authorize in writing) after receipt of written notice from District specifying such failure.
2. In the event District suspends or terminates this Contract in whole or in part pursuant to this paragraph, District may procure, upon such terms and in such manner, as District may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to District for any and all excess costs incurred by District, as determined by District, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of District in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after District has given notice of termination or suspension under the provisions of this paragraph, it is determined by District that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. District may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, District shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. District may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which District may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, District shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of District's future fiscal years unless and until the Board appropriates funds for this Contract in District's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. District will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against District.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to District any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by District, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to District;
- c. Upon request by District, provide to District the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should District discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to District are produced in violation of any international child labor conventions,

Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the District high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by District.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. District will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

District will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of County and District facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between District and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District or County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. District and County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of District or County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense

costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors District or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless the County of Los Angeles and Special Districts, et al, (as set forth in this Section 5.B) includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of District and County. District and County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by District and County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and Special Districts, et al, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District and County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to District and County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to District and County not less than 10 days prior to Contractor's policy expiration dates. The District and County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the District or County's failure to obtain, nor the District or County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Ms. Barbara Baiz, Contract Manager

- e. Contractor also shall promptly report to the Designee any injury or property damage accident or incident, including any injury to a Contractor employee occurring within the District boundaries or on County property, and any loss, disappearance, destruction, misuse, or theft of District or County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify Designee of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor, District, or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor, District, or to the County. The full policy limits and scope

of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County (through its Designee) shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County and its Special Districts at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County or Special District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County and its Special Districts, et al, under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide District and County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for

verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain Designee's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the District or County to pay any portion of any Contractor deductible or SIR. The District and County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, its Special Districts, et al, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The District and County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County/District Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County or its Special Districts, et al, the Contractor shall pay full compensation for all costs incurred by the County and its Special Districts, et al.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
4. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or

requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is District's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, District may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of District contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit O).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 whom 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 2011 are less than \$49,078 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 are required to give Form W-2 and do so 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 a substitute Form W-2 is given on time but 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, 2012.

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 get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

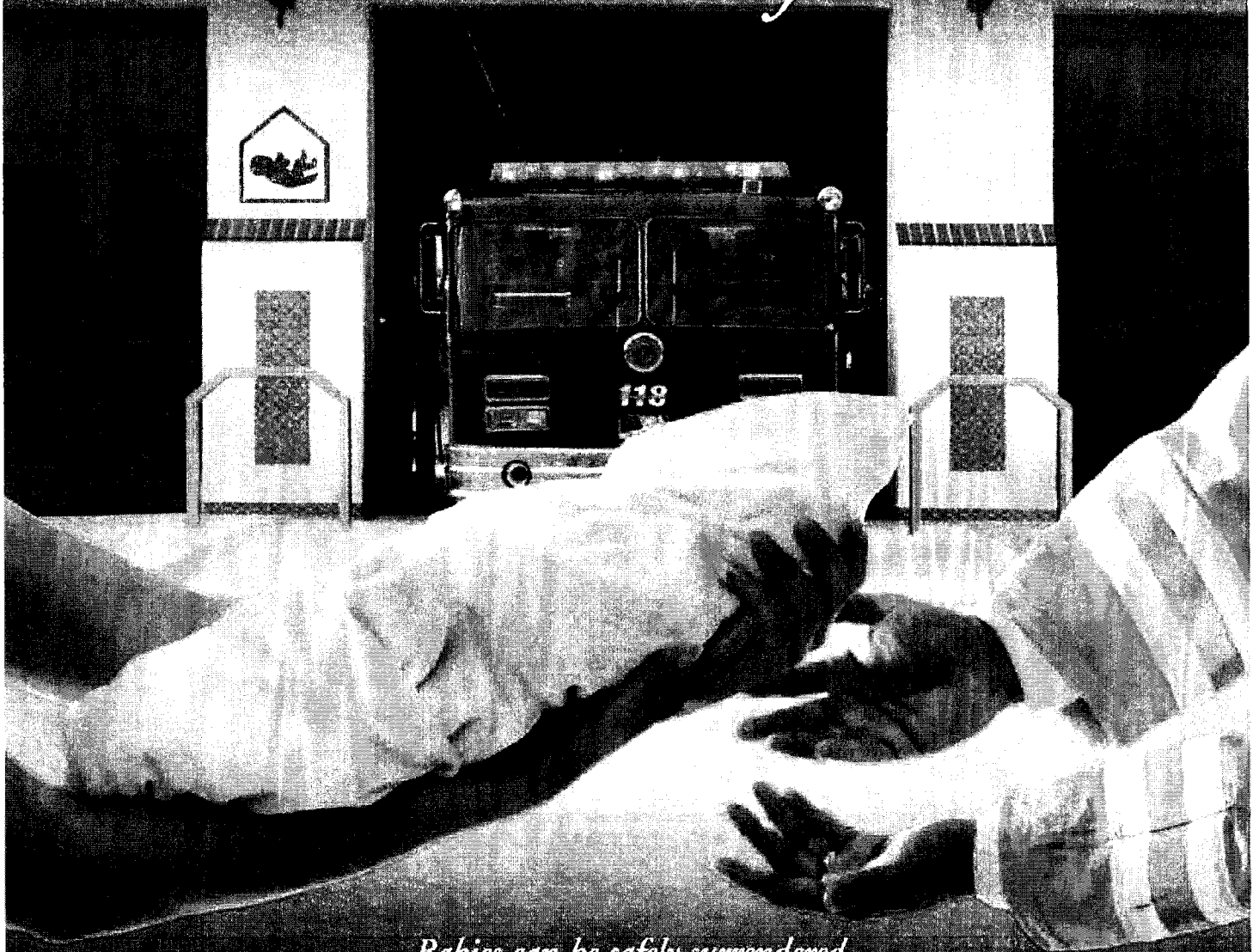
Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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.babysafeda.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?

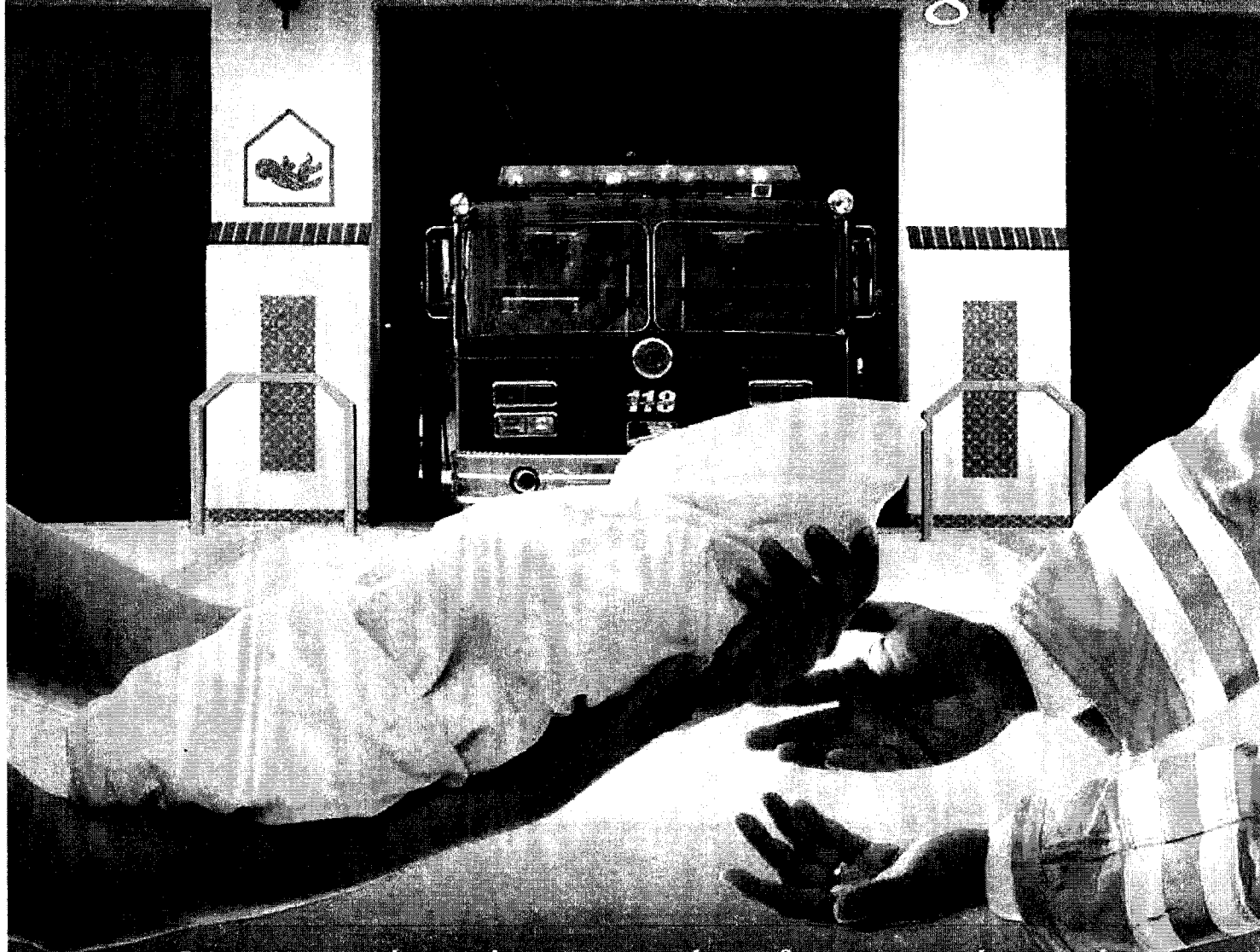
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

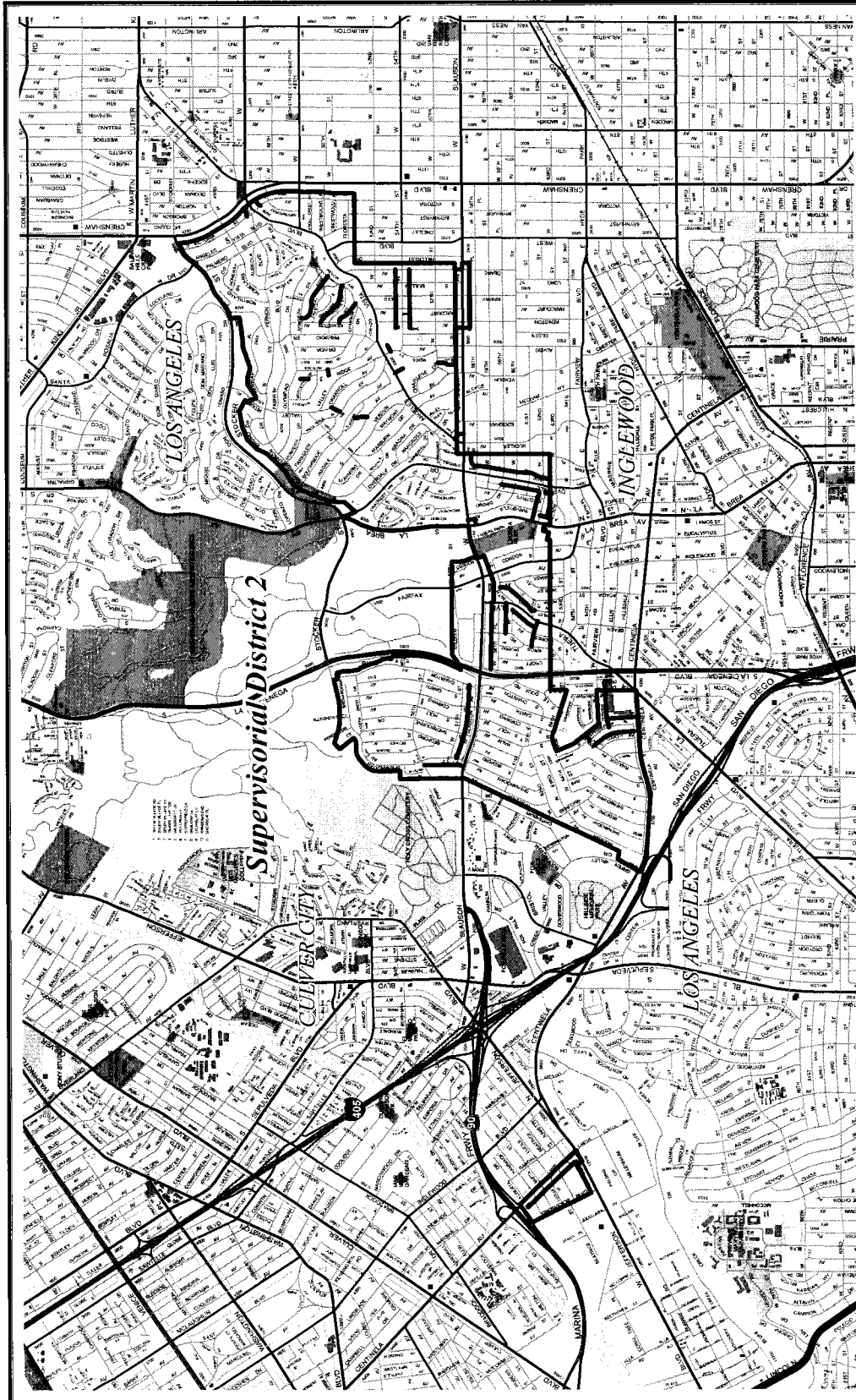
¿Por qué se está haciendo esto en California?

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 periodo 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.

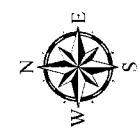




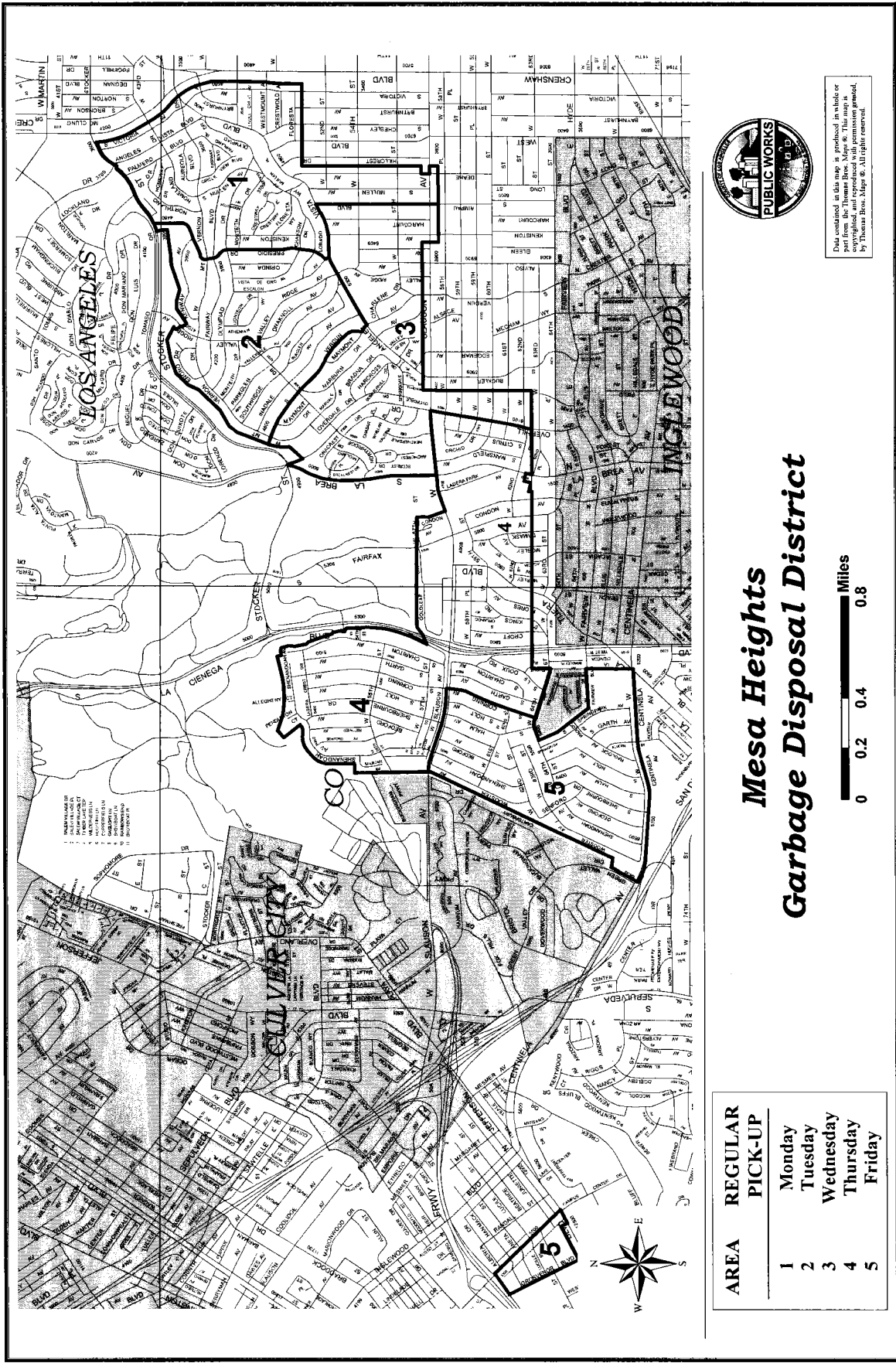
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Mesa Heights Garbage Disposal District

— Alleys



0.25 0 0.25 0.5 Mile



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**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
GARBAGE DISPOSAL DISTRICT
MONTHLY SOLID WASTE MONITORING AND REPORTING FORM**

EXHIBIT G

REPORTING PERIOD _____		TOTAL NUMBER SERVED BY REFUSE COLLECTION				RESIDENCES	MULTI-FAMILY	BUSINESSES
COMPANY NAME _____		TOTAL NUMBER PARTICIPATING IN RECYCLING PROGRAM						
CONTACT PERSON _____		TOTAL NUMBER PARTICIPATING IN GREEN WASTE PROGRAM						
PHONE NUMBER _____								

CATEGORY	MATERIAL TYPE	RESIDENCES (TONS) All Single Family Homes and Duplexes		MULTI-FAMILY (TONS) All parcels with 3 or more units		BUSINESSES (TONS) All commercial and industrial establishments	
		DIVERSION	DISPOSAL	DIVERSION	DISPOSAL	DIVERSION	DISPOSAL
REFUSE	TRASH						
PAPER	CORRUGATED CARDBOARD						
	MIXED PAPER						
	NEWSPAPER						
	HIGH GRADE LEDGER						
	OTHER PAPER						
PLASTICS	HIGH DENSITY POLYETHYLENE (HDPE)						
	POLYETHYLENE TEREPHTHALATE (PET)						
	FILM PLASTICS						
	OTHER PLASTIC						
GLASS	REFILLABLE BEVERAGE GLASS						
	CA REDEMPTION VALUE GLASS						
	OTHER RECYCLABLE GLASS						
	OTHER NON-RECYCLABLE GLASS						
METALS	ALUMINUM CANS						
	BI-METAL CONTAINERS AND TIN CANS						
	FERROUS METALS						
	NON-FERROUS METALS						
YARD WASTE	GREEN WASTE						
BULKY ITEMS	WHITE GOODS						
	FURNITURE (CHAIRS, SOFAS, ETC.)						
	TIRES (PASSENGER TIRES)						
	OTHER						
OTHER ORGANICS	HOLIDAY TREES						
	FOOD WASTES						
CONSTRUCTION AND DEMOLITION DEBRIS	INERT SOLIDS (CONCRETE, BRICK, SAND)						
	MIXED DEBRIS (WOOD, DRYWALL, ETC.)						
SPECIAL WASTE	ASBESTOS, INDUSTRIAL SLUDGE						
CEDs AND OTHER CONSUMER PRODUCTS	COMPUTERS, PRINTERS						
	TVS, DVDS, MICROWAVE OVENS						
	OTHER						
TOTAL RECYCLABLE AND GREEN WASTE		0.00		0.00		0.00	
TOTAL DISPOSAL							

MONTHLY
DISPOSAL QUANTITY REPORTING
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS
For Use by Solid Waste Enterprises/Waste Haulers

Reporting Month and Year:

Hauling Company Name:

Facility Address:

Facility Contact Person (print): _____

Phone No.:

Hauling Company Waste Collection Permit No. issued by L.A. County Dept. of Health Services:

Explain, if the company does not have a Waste Collector Permit:

ALL QUANTITIES AND TOTALS MUST BE REPORTED IN TONS

[illegible]**Votes:**

Notes:

1. This form must be used by solid waste enterprises/waste haulers operating in Los Angeles County to quantify the amount of solid waste and recyclable material collected from customers in the Los Angeles County unincorporated communities on a daily basis.

2. No later than one month after the end of a reporting period (a calendar month), complete this form and forward to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, CA 91802-1460. 1-800-320-1771

CA 91802-1460, 1-800-320-1771

4. Other Recycled/Reused/Beneficial Use waste includes white goods, tires, bulky items, mixed waste, etc.

DWPFORMC 12/06



MONTHLY
DISPOSAL QUANTITY REPORTING
FOR USE BY SOLID WASTE STATION AND NON-DISPOSAL FACILITY OPERATORS
ORIGIN SURVEY

(For use only by receiving facilities located in Los Angeles County)

Reporting Month and Year: _____

Station Name: _____ Station SWIS No.: _____

Station Address: _____

Station Contact Person: _____ Signature: _____

Phone No.: _____ - _____ - _____

Frequency of Survey (Check one only): Daily ☐ Other ☐ (attach explanation)

Methods used to determine jurisdiction of origin:

☐ origin obtained from hauling company records

☐ origin obtained from haulers at gatehouse

☐ origin obtained from other facility operators

☐ other _____

Facility Type

☐ Transfer/Processing Facility

☐ Compost

☐ C & D/Inert Debris

☐ Other _____

NAME OF JURISDICTION OF WASTE ORIGIN AND TONNAGE

J=Jurisdiction U=County Unincorporated Area (Indicate one)

[illegible]

Notes:

1. This form should be used by all Solid Waste Station and Non-disposal Facility owners/operators operating in Los Angeles County.
2. No later than two and a half months after the end of each calendar quarter, the Solid Waste Station and Non-disposal Facility owner/operators shall complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, CA 91802-1460. 1-800-320-1771
3. "Solid Waste Station" and "Non-disposal Facility" denote all transfer or processing stations, material recovery facilities, composting facilities and construction & demolition/inert waste processing facilities as permitted by the applicable Local Enforcement Agency and/or the California Integrated Waste Management Board, and do not include disposal (landfill and transformation) facilities.
4. A copy of this form must be retained by the Solid Waste Station and Non-disposal Facility owner/operator for a period of three years. This form must be made available for review upon request during business hours.



MONTHLY
DISPOSAL QUANTITY REPORTING
FOR USE BY SOLID WASTE STATION OPERATORS AND WASTE HAULERS
ORIGIN SURVEY
(For use only for waste exported from the Los Angeles County)

ORIGIN CODE:
(For use only for waste exported from the Los Angeles County)

Reporting Month and Year:

Station Name: _____ Station SWIS No.: _____

Station Address: _____

Station Contact Person: _____

Signature: _____

Station Contact (Print): _____
 Phone No.: _____
 Signature: _____

Frequency of Survey (Check one only):

Methods used to determine jurisdiction of origin: ☐ origin obtained from hauling company records

☐ origin obtained from other facility operators☐ origin obtained from haulers at gatehouse

[] Other

NAME OF JURISDICTION OF WASTE ORIGIN AND TONNAGE

J=Jurisdiction	U=County Unincorporated Area (Indicate one)

[illegible]

Notes:

1. This form should be used by all Solid Waste Station and Non-Disposal Facility owners/operators and Waste Haulers operating in Los Angeles County who have exported waste from the Los Angeles County.
2. No later than two and a half months after the end of each calendar quarter, complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, CA 91802-1460, 1-800-320-1771
3. "Solid Waste Station" and "Non-Disposal Facility" denote all transfer or processing station, material recovery facilities, and composting facilities as permitted by the applicable Local Enforcement Agency and/or the California Integrated Waste Management Board, and do not include disposal (landfill and transformation) facilities.

Board, and do not include disposal (landfill and transformation) facilities. This form must be made available for review upon request during business hours.

DPW FORM 8 07/07

CUSTOMER CALL LOG

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

EXHIBIT H

[illegible]

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 Mesa Heights 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 Mesa Heights 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 _____

Los Angeles County Code
Title 20, Chapter 20.90
Part 11
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

Sections:

- 20.90.500 Title for citation
- 20.90.510 Purpose of provisions – Basis for service fee
- 20.90.520 Definitions
- 20.90.530 Service fees
- 20.90.540 Collection of charges
- 20.90.550 Table 1 – Refuse units for various property uses

20.90.500 Title for citation.

The ordinance codified in Part 11 of Chapter 20.90 shall be known as the “garbage collection and disposal service fee ordinance” of the Mesa Heights Garbage Disposal District, and may be cited as such. (Ord. 12222 Art. 1 § 101, 1980.)

20.90.510 Purpose of provisions--Basis for service fee.

The District is responsible for providing garbage collection and disposal within its boundaries. The amount of money from ad valorem taxes available to the District is inadequate to fund the cost of service. The District’s collection and disposal service must be continued without interruption in order to protect the public health and safety of the residents therein and the general public. It is, therefore, necessary to impose a garbage collection and disposal service fee upon the properties within the District. The voters of the District have approved imposition of the fee. In order to avoid the substantial costs of establishing a billing system for the collection of fees, the board of supervisors finds that the fees should be collected on the tax roll. Due to the legal deadlines for such tax collection, it is necessary for the ordinance codified in this part to be effective by September 25, 1980. Since the District’s services are required for the collection and disposal of garbage, the board of supervisors finds that the most equitable basis upon which to base the service fee will be according to the current property use classification derived from the assessor’s tax rolls. (Ord. 12222 Art. 1 § 102, 1980.)

20.90.520 Definitions.

- A. "District" means the Mesa Heights Garbage Disposal District.
- B. "Board" means the board of supervisors of the county of Los Angeles.
- C. "Parcel of real property" means a parcel of real property as shown on the local secured tax rolls of the county of Los Angeles.
(Ord. 12222 Art. 2 §§ 201, 202, 203, 1980.)

20.90.530 Service fees.

- A. An annual garbage collection and disposal service fee is levied upon parcels of real property in the District for the services provided by the District.
- B. The amount of the fee for each parcel shall be computed by multiplying the refuse unit fee by the number of refuse units assigned to the property use classification of the parcel as shown in Table 1, codified in Section 20.90.550. The refuse unit fee is \$225.00 per unit, beginning with 2006-07 fiscal year.
- C. This fee shall be in addition to any ad valorem taxes levied on such property. The current property use classification and the refuse units assigned to each property use are as set forth in Table 1. (Ord. 2006-0048 § 1, 2006; Ord. 95-0025, 1995; Ord. 94-0034 § 1, 1994; Ord. 91-0084 § 3, 1991; Ord. 90-0092 § 4, 1990; Ord. 89-0081 § 4, 1989; Ord. 88-0104 § 3, 1988; Ord. 85-0117U § 5, 1985; Ord. 84-0103 § 14, 1984; Ord. 83-0148U § 11, 1983; Ord. 82-0181 § 11, 1982; Ord. 12402 § 1, 1981; Ord. 12222 Art. 3 § 301, 1980.)

20.90.540 Collection of charges.

The garbage collection and disposal service fee shall be collected for each fiscal year on the tax roll at the same time and in the same manner as the general taxes of the county of Los Angeles. (Ord. 84-0103 § 15, 1984; Ord. 83-0148U § 12, 1983; Ord. 82-0181 § 12, 1982; Ord. 12402 § 2 (part), 1981; Ord. 12222 Art. 4 § 401, 1980.)

20.90.550 Table 1--Refuse units for various property uses.**Table 1 – Mesa Heights**

Current Property Use Classification	Refuse Units
Vacant residential parcels	
(more than 15 feet in width)	0.5
Single residential units	1
Duplex, double or two units	2
Three residential units (any combination)	3
Four residential units (any combination)	4

Table 1 – Mesa Heights Continued

Five or more residential units (per unit)	1
Modular homes	1
Rooming houses	1
Mobile home parks	5
Vacant commercial land	0.5
Vacant commercial establishments	1
Miscellaneous commercial	2
Stores	3
Store and office combinations	4
Store and residential combinations	4
Supermarkets	4
Markets, less than 6,000 square feet	2
Shopping centers (neighborhood and community)	18
Shopping centers (regional)	18
Office buildings	5
Hotels--Under 50 rooms	5
Hotels--50 rooms and over	5
Motels--5 units and over	5
Motel/hotel and apartment combinations	7
Professional buildings	5
Restaurants	6
Wholesale and manufacturing outlets	2
Banks, savings and loan	2
Service shops, laundries, radio and TV repair	3
Service stations, full-service	3
Service stations, self-service	2
Sales recreation equipment	3
Auto service shops (body and fender garage)	3
Used car sales	2
Car wash	3
Parking lots (commercial use properties)	1
Animal kennels	5
Nurseries or greenhouses	10
Vacant industrial land	0.5
Vacant industrial establishments	1
Miscellaneous industrial	2
Light manufacturing	4
Vacant heavy manufacturing	1

Table 1 – Mesa Heights Continued

Heavy manufacturing	2
Warehousing, distribution or storage--	
Under 10,000 square feet	4
Warehousing, distribution--Over 10,000 square feet	5
Food processing plants	6
Motion picture, radio and TV industries	2
Lumberyards	2
Mineral processing	2
Parking lots (industrial use properties)	1
Open storage	2
Dairies	2
Theaters	3
Bowling alleys	5
Clubs, lodge halls and fraternal organizations	5
Auditoriums, stadiums and amphitheaters	5
Gymnasiums and health spas	2
Skating rinks	5
Churches	1
Church parking lots	0.5
Private schools	3
Hospitals	5
Homes for the aged and others	3
Cemeteries and mausoleums	3
Mortuaries, funeral homes	10
Utility, pumping plants, state assessed property	1
Petroleum and gas	1

(Ord. 84-0103 § 16, 1984: Ord. 12402 § 2 (part), 1981: Ord. 12222 Art. 5 Table I, 1980.)

**ASSESSOR PARCELS AND REFUSE UNITS
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT
FISCAL YEAR 2012-13**

Parcel Use	No. of Parcels*	Total Refuse Unit**
Single Family	5,608	5,607.5
Vacant Land	87	44.5
Duplex	171	342.0
3 Units	175	524.0
4 Units	31	124.0
5 or More Units	63	689.0
Rooming Houses	0	0.0
Mobile Home Parks	0	0.0
Commercial	109	438.0
Industrial	2	8.0
Recreational	0	0.0
Churches/Colleges/Others	25	56.5
TOTAL	6,271	7,833.5

* Data based on Assessor's Use Code summary.

** Based on the Assessor's Land Use Code.

Disposal & Diversion Quantities

July 2011 through June 2012

Mesa Heights Garbage Disposal District

Category	Quantity (Tons)
Refuse	9,460.93
Recyclables	964.88
Green Waste	3,569.54
Total	13,995.35

Notes:

Data is from the Solid Waste Monitoring and Reporting forms for the Mesa Heights Garbage Disposal District for Fiscal Year 2011-2012.

EXHIBIT M**MESA HEIGHTS GARBAGE DISPOSAL DISTRICT****PUBLIC CURBSIDE RECEPTACLES**

#	ON STREET	CROSS STREET	DIRECTION	SIDE	CORNER	THOMAS GUIDE	
						PAGE	GRID
34	Slauson Ave.	Corning Ave.	EB	NS	S/W Corner	233	673-A6
35	Slauson Ave.	Shenandoah Ave.	EB	FS	S/E Corner	233	672-J6
36	Slauson Ave.	Corning Ave.	WB	FS	N/W Corner	233	673-A6
37	Slauson Ave.	La Tijera Bl.	EB	FS	S/E Corner	233	673-B6
38	Slauson Ave.	La Tijera Bl.	WB	FS	N/W Corner	233	673-B6
39	Slauson Ave.	Kings Rd.	EB	NS	S/W Corner	233	673-B6

NB - North Bound

SB - South Bound

EB - East Bound

WB - West Bound

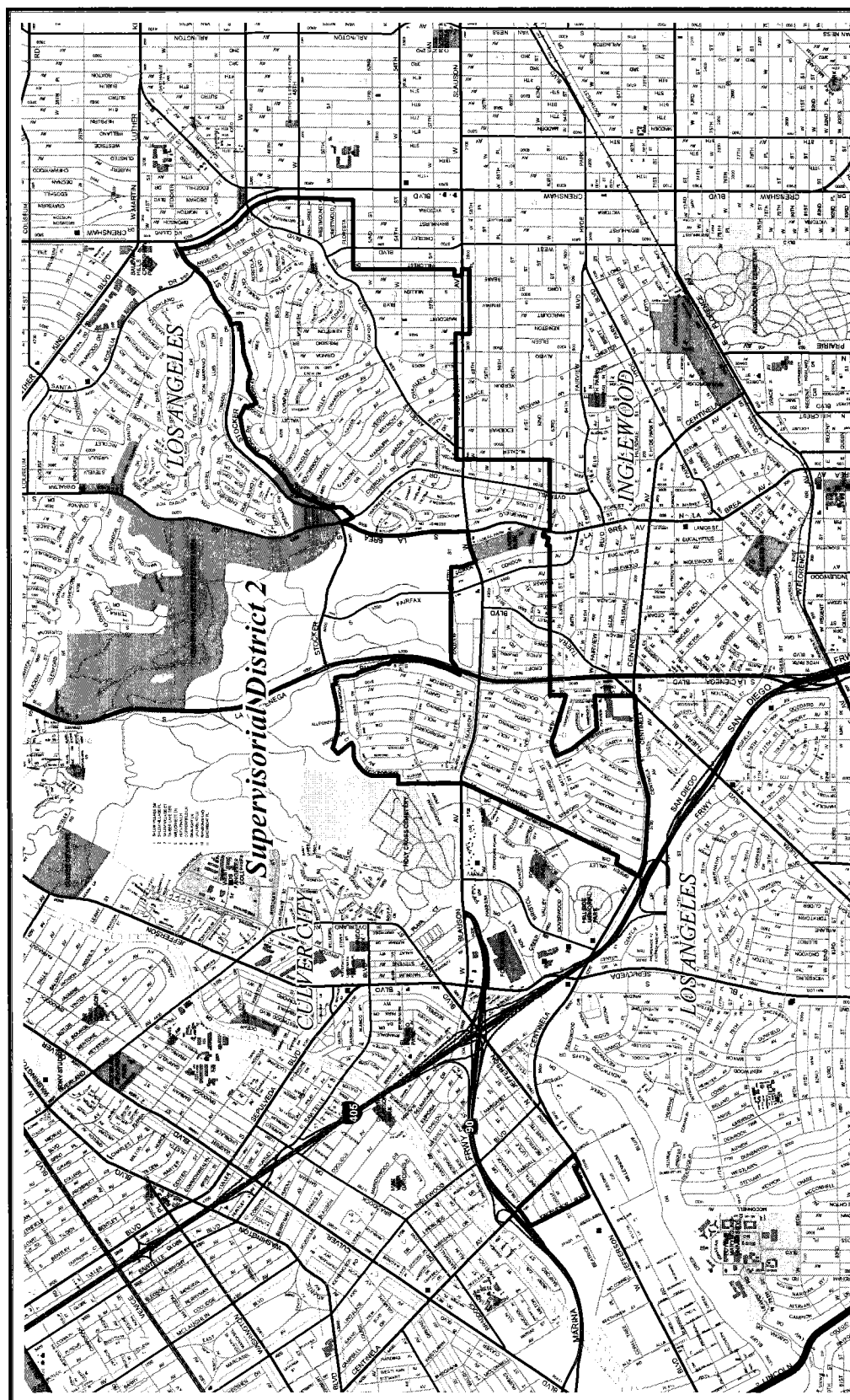
NS - Near Side

FS - Far Side

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REF: I:\wgis\le\GIS Services\MP\MGIS\projects\le\GDD\meas\heights_gdd_all\le.mxd DATE: 08/28/2012 Revised Date: 10/23/2012 N9

Survey/Mapping & Property Management Division, Right of Way Engineering Section



0.25 0 0.25 0.5 Mile

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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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 10 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 inter-member 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 non-agreement 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.)

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 Mesa Heights Garbage Disposal District
 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 5 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 Contractor 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 Mesa Heights 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:
 - o any Notice to the Contractor required pursuant to the Agreement or law that preconditions the Contractor's obligation, or
 - o 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:

- ~~→~~ appraisal~~x~~
- ~~→~~ valuation~~x~~
- ~~→~~ stay~~x~~
- ~~→~~ extension~~x~~
- ~~→~~ redemption~~x~~
- ~~→~~ 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 5 days of County's demand under Section (1).

- ii. **Threat to Public Health and Safety.** Guarantor does not Collect or cause to be Collected Solid Waste that Contractor has failed to Collect, including Collection within 5 days of County's demand under Section (1).
- iii. **Breach of Other Obligations.** Guarantor breaches any non-payment obligation of this Guaranty other than the other events of default listed in the preceding subsection (ii) and following subsections (iv) through (vi), whether by act or omission, and does not cure that breach to the satisfaction of County within 30 days after County gives Notice.
- iv. **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:

Administrative Services Division
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

GUARANTOR:

Either party may change the address for notices by giving the other party at least 10 days written notice of the new address

Notice is deemed effective at the following times:

- On the date personally delivered or sent by telecopier, with evidence of receipt; or
- Three days after the date of mailing.

(17) COUNTERPARTS. Guarantor may sign this Guaranty in any number of counterparts, some of which may not bear the signatures Guarantor. When signed and delivered, each counterpart, is deemed to be an original and all of the counterparts, taken together, are deemed to constitute one and the same instrument; provided, however, that in pleading or proving this Guaranty, County need not produce more than one copy bearing the signature of Guarantor.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year below written.

By: _____ Date: _____
Name Title

Attest: _____ Date: _____
Name Title

[Notarize]

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