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COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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March 7, 2022

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

REQUEST FOR PROPOSALS – INFORMATIONAL UPDATE 3 EXCLUSIVE FRANCHISE CONTRACTS FOR THE AREAS OF ALTADENA/KINNELOA MESA AND SOUTH BAY (BRC0000228)

Thank you for your interest in our Request for Proposals (RFP) for the Exclusive Franchise Contracts for the Areas of Altadena/Kinneloa Mesa and South Bay (BRC0000228).

The deadline to submit the proposals is **Monday, March 14, 2022, at 5:30 p.m.**

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

The following answers are in response to the request for information and clarification and other questions submitted by proposers for the Exclusive Franchise Contracts for the Areas of Altadena/Kinneloa Mesa and South Bay (BRC0000228). Questions presented in the Informational Update below represent the questions asked by the proposers in the form and context submitted.

Informational Update

1. **Question:** Will the County allow for rerouting and day changes given the large disparity of customers by service day?

Response: Yes, rerouting and day changes may be changed. Exhibit 3A1 B4 allows another schedule approved by the Director. The waste hauler who will be awarded the contract must submit a request justifying the proposed changes for County approval.

2. **Question:** Will the County require new residential carts at the commencement of the contract?

Response: No, the County does not require new residential carts at the commencement of the contract. Per Exhibit 3A1 D 3d, "While CONTRACTOR is not obligated to provide new Containers to Occupants, they must provide clean Containers." By choosing to use existing containers, waste hauler must power wash these containers within 60 days of commencement of service.

3. **Question:** The South Bay contract is an accumulation of 4 previous contracts and about 11 County pockets, spread all over the South Bay geographical area. This is making it very difficult for us to produce and finalize an operations plan to handle all of these areas, while picking up 3 barrels in all areas. We need additional time to produce and analyze all of the different ways that we can route this contract.

Response: A 3 week extension has been granted. Proposals are now due March 14, 2022 at 5:30pm.

4. **Question:** The current routing days and customer counts of the South Bay area are specific to the current 4 contracts. By adding these all together, and now trying to pick-up all of these areas and be efficient, it is necessary to re-route the areas and customers if we are to look at this all as 1 contract, or 1 service area. This re-routing takes a lot of time to figure out, test, analyze, etc., and we need extra time to do so.

Response: Please see response to question number 1.

5. **Question:** While we were able to ask and submit clarifying questions about the RFP last week, once we receive all of the answers from the County, we will need more time to analyze the answers and make necessary adjustments to all of our operations & financial models for these RFP's. Once we finalize all of our plans, we still need to go through our own internal process of upper management & owner review and approval so that we can submit our final bid to the County. We request additional time so that we can go through the process of receiving your answers to our questions, analyzing and editing all of our plans.

Response: A 2 week extension has been granted. Proposals are now due March 8, 2022 at 5:30pm.

6. **Question:** I would like to confirm if this is "one" contract for "two service areas?" Is that correct? Or can it be awarded to 2 different haulers for each service area?

Response: Public Works may award up to a total of two contracts for the areas of 1. Altadena/Kinneloa Mesa and 2. South Bay. Each area will be evaluated and awarded separately.

7. **Question:** Lid colors. Can trash containers be provided such that the body and lid are black as allowed by SB 1383?
Response: Yes, body and lid for trash containers can be in black.
8. **Question:** Is the Director's Fund subject to franchise fees or is it to be added to the rate after the franchise fees are calculated?
Response: No, the Director's Fund is not subject to franchise fees.
9. **Question:** Food Waste Pails are referenced as a means to collect residential food waste and eliminate the need for a bag. Given the limited food waste processing options, is the successful hauler able to implement a program requiring plastic bags for food waste separation as required by organics processing facilities?
Response: No, the use of plastic bags is not an option in the organic waste collection program.
10. **Question:** The RFP identified Smart e-club as a paperless billing option. Please confirm that the smart e-club is a general reference to paperless billing and not a specific paperless billing program and that a comparable paperless billing program will suffice.
Response: Correct. The goal is waste reduction, and any paperless billing is fine.
11. **Question:** Food Waste reference indicates food waste is an exclusion from exclusivity, however EXHIBIT 3A1 – Task 1 Services, Item C.1 .(c) & Item P.1 indicate food waste collection requirements. Please clarify. The service must be offered (required) but the County could use other haulers to provide that service (nonexclusive).
Response: The main reason for nonexclusive food waste was for areas with few generators and it made more sense to collect the food waste by a different waste hauler that was already in the area. Plus, with the uncertainty of organic waste processing options in the future, the County wanted to keep its options open. As of today, the County has no alternate plans to collect the food waste as part of another contract.
12. **Question:** Fuel/Power requires 25 percent of its average fuel usage to be RNG. Given the very limited availability of SB 1383 RNG are procurement

activities required and will the County accept alternatives such as compost and/or mulch in addition to required giveaways?

Response: Yes, alternatives will be accepted. This will be clarified in a forthcoming addendum to this RFP and will replicate RNG requirements in the Exclusive Commercial Franchise contracts.

13. **Question:** Perform Study section indicates waste evaluations are required to be conducted however EXHIBIT 3A1 – Task 1 Services, Item C.3 indicates route reviews are required. Please clarify County's preferred container contamination minimization methodology requirements as they are both uniquely different within the SB 1383 regulations.

Response: Item C3 of Exhibit 3A1 was written to comply with a draft version of SB 1383 and explained the route review procedure at Customer's containers. However, with the release of the final SB 1383 requirements, this portion of the contract will be modified to comply with Section 18984.5 (c) for waste evaluations and Section 8 of this contract will likely be removed. This will be clarified in a forthcoming addendum to this RFP.

14. **Question:** Please provide a clearer hot zone map.

Response: Geographic Information System (GIS) Shapefiles are available upon request by contacting Mr. David Pang at e-mail: dpang@pw.lacounty.gov. The GIS Shapefiles are viewable by using any software that reads "Shapefiles" such as ArcGIS.

15. **Question:** Can you provide separate house counts for Altadena and Kinneloa Mesa?

Response: Altadena has 12,745 single-family and 600 two-unit properties. Kinneloa Mesa has 468 single family and 23 two-unit properties.

16. **Question:** Are customers with senior discounts included in the total customers counts or is a separate number of senior discount subscriptions available?

Response: They are included in the total customer count.

17. **Question:** Tonnages numbers are very blurry and non-legible. Can a more legible copy be provided?

Response: A clearer version will be provided in a forthcoming addendum.

18. **Question:** Roll-Out Service for Non-Elderly/Disabled. The form lists the mandatory minimum service up to 10 feet at 5% of basic service total. These instances are very time consuming and effectively result in a semi-automated collection system where the driver must routinely exit and enter the vehicle rather than fully automated. Please confirm that the fee billed to customer should be 50% of the basic service total rather than the 5% listed on the form which is nowhere near covering the associated labor costs.

Response: 5% of basic for minimum service up to 10 feet is correct. 50% of basic for minimum service only applies to more than 10 feet.

19. **Question:** Difficult to service customers will require an alternative collection vehicle to service a very small segment of the customer base. To mitigate the costs of the vehicle & the time to service difficult access accounts, the proposed 25% of basic service is not sufficient nor sustainable. Will the County consider increasing that amount to something more equitable such as 75% of the basic service rate?

Response: Difficult to service will stay at 25% of the basic service rate.

20. **Question:** Customer counts on PW-2.1 shows 13,773, however Item 16.C.5 shows 12,514. Please confirm which is correct.

Response: The latest total customer count for Altadena/Kinneloa Mesa is 13,364. A revised PW 2.1 form will be provided in a forthcoming addendum.

21. **Question:** Based on the latest County update, can the COVID-19 certification be removed?

Response: The COVID-19 is not applicable. You may indicate "Non-Applicable," where appropriate.

22. **Question:** Can you provide information on the TMP application?

Response: The TMP Hauler version can be used as app on a cell phone, and it also includes an office version used on a PC. The TMP Hauler

version is powered through ArcGIS Field Maps and will allow the waste hauler to report their cases as completed when they collect illegal dumping, using a map interface with GPS capability. In addition, it will also allow the hauler to report illegal dumping that they collect that was not previously reported (New items/illegal dumping).

23. **Question:** With the modification of the Task 2 recently in existing franchise areas, haulers have experienced dry runs where no material is out for collection. In some months it accounts for 50% of the calls. This is both time consuming and costly for the hauler with no "tonnages" collected to offset the associated truck and labor costs. Can a minimal trip charge be included to compensate for these issues in instances where no tonnages are collected?

Response: Public Works acknowledges there are expenses associated with a dry run but those are highly variable, whether a route supervisor in the area puts any items in their pickup truck or whether a rear loader is sent from the yard. Public Works will consider a minimal charge, possibly if the number of dry runs in a month exceeds 5 or 10, and will include in a forthcoming addendum to this RFP if it is to be included.

24. **Question:** Can a copy of the Task 2 invoices currently being billed to the County be provided for the past 12 months?

Response: Both Altadena/Kinneloa Mesa and South Bay are currently billed using a flat rate of \$60/ton pursuant to the existing contracts for these areas. As such, providing a copy of the current bill is irrelevant as the calculations are different. The PW 2.1 for Task 2 services already provides the estimated quantities based on available information.

25. **Question:** Is the County able to provide addresses and service levels for all known customers needed for asset acquisition?

Response: The customer list will be provided to the waste hauler that will be awarded these contracts. Proposers may use the data provided in Item 16.C.5 Customer Information, which summarizes the current service levels of residents being serviced by the current waste hauler of these areas.

26. **Question:** Section 2(A) – Is the County amenable to mutual agreement for extension of the agreement? Contractor, having specific knowledge as to the conditions on the ground, may have additional input or concerns that

should be expressed prior to extension.

Response: No mutual agreement in the use of the extensions. The County will continue to have the sole discretion in using the extensions.

27. **Question:** Exhibit 5 Part 6 (A) – This section provides an opportunity to cure breaches. However, it is possible that some breaches cannot reasonably be cured within 30 days. In the event that such a breach cannot reasonably be cured during that time, will the County permit contractors to cure within another reasonable time?

Response: There will be no change in the period the Contractor is required to cure breaches. This period to cure breaches will remain a maximum of 30 days.

28. **Question:** Exhibit 3A1(D)(14) – Please clarify that the phrase “no financial gain to Contractor” means that Contractor may provide carts with gravity locks “at-cost” to customers.

Response: Contractor may cover the cost of the locks but cannot make a profit. If Contractor purchases the locks for \$10 and installation takes \$10 of employee's time to install, then Contract can only charge \$20.

29. **Question:** Exhibit 7 – Will the County consider re-weighting of the rate adjustment components in negotiation with the selected proposer? Alternative weighting of the components better reflects actual costs incurred by Contractor that may increase during the term of the Agreement, and reduces Contractors' needs to request adjustments for extraordinary circumstances?

Response: There will be no change in the rate adjustment language.

30. **Question:** Section 1(B)(3)(b)(1) and (2) – Will the County please explain with specificity its basis for stating that contractor does not have any statutory rights under Public Resources Code Section 49520 *et seq.*? Contractor is not able to waive these rights under Public Resources Code Section 49524.

Response: This is an exclusive franchise. Under Public Resources Code section 49520, the hauler only has the right to provide services under the terms of the exclusive franchise and those services shall be limited to the unexpired term of the franchise, or five years, whichever is less. There is no continuation right beyond this term.

31. **Question:** Could the County explain the basis for adding 35% on top of the direct costs explained in the "County's Reimbursement Costs" definition in attachment 5-10A?

Response: The 35 percent will be removed in a forthcoming addendum.

32. **Question:** Section 12 (D) and Exhibit 12-D2 – Please explain with specificity the basis for calculating the estimated damages for the liquidated damages amounts and how the County determined these amounts were a reasonable estimate of damages for each alleged failure.

Response: County generally allows for a negotiation on the final assessed damages. For example, an infraction at 1 home will result in a minimal damage but the same infraction for 10,000 homes may result in an excessive assessment of damages.

33. **Question:** Exhibit 5 Part 6(B)(6) and (9) – Is the County amenable to extend the period of excuse from breach from 7 consecutive calendar days to the duration of the Uncontrollable Circumstances. As a matter of law, Uncontrollable Circumstances operate as an excuse to Contractor's performance of the agreement. As such, it is contrary to California law for such excused performance to be a breach of the agreement.

Response: No, the County is not amenable.

34. **Question:** Will the County revise the definition for "Gross Receipts" to mean "fees, charges and other compensation actually received by CONTRACTOR from Customers and Occupants about Task 1 services before any deduction for costs or expenses such as the Franchise Fee."? The definition as drafted in the agreement does not comply with California law regarding gross receipts.

Response: The current definition of gross receipts is consistent with its definition in Section 20.70.021 of the Los Angeles County Code of Ordinances.

35. **Question:** Will the County permit the addition of pandemics and epidemics to the definition of Uncontrollable Circumstances, which is common language for this definition in light of the COVID-19 pandemic?

Response: Yes, adding pandemics to Uncontrollable Circumstances is reasonable and will be included in a forthcoming addendum to this RFP.

36. **Question:** For Occupied Encampment, is the hauler responsible for loading the generated waste into carts and dumpsters? Or will the occupants be responsible for loading the carts and dumpsters?

Response: Occupants will be placing their trash and bulky items in the carts and dumpsters. However, it is the CONTRACTOR's responsibility to collect any piles of Solid Waste, either Bulky Items or bagged or loose litter found on the ground within 3 feet of these carts and dumpsters for a surcharge indicated on the PW-2 form.

37. **Question:** For Occupied Encampment service, will the presence of Sharps, hazardous waste, Universal Waste, or biological waste be classified as contamination? We recommend the County redefine the definition of "contamination" to align with applicable Federal/State/and Local laws. When any of the items, defined by the current County interpretation of contamination, is found in the waste stream the entire load becomes hazardous material that requires special handling.

Response: Please see definition in Attachment 5-10A and all other references regarding Unpermitted Waste.

38. **Question:** If the County is amendable to redefining contamination for occupied encampments, will PW 2.2 be updated to allow proposers to submit hazardous material handling rates? Hazardous material handling is typically priced on a per pound basis.

Response: No change will be made to convert compensation to pounds as gallons of hazardous waste is also possible. Contractor is to estimate

what a typical contaminated load may cost considering People Experiencing Homelessness do not normally have large quantities of hazardous waste.

39. **Question:** Will the County be open to having Sharps containers provided to occupants of encampments to avoid the contamination of the waste stream? If so, will PW 2.2 be updated to provide a Sharps container rate. As mentioned in Question 3, the presence of medical waste like Sharps classifies the entire load as hazardous waste.

Response: County does regularly provide sharps containers to PEH service providers, but the issue is complicated because there are limited resources for then collecting the full containers. County will consider a future contract amendment but there is no change at this time.

40. **Question:** Based on previous experience with occupied encampments, the use of plastic carts will not be adequate to the waste volume generated and cart are subject to theft. The recommendation is to have occupied encampment services to be exclusively bin service and have PW 2.2 updated to remove cart service.

Response: To date, the County has only used dumpsters at occupied encampments since this has been the preferred method. However, pricing for carts is included in the PW2.2 form in order to provide more options in case carts become a feasible option.

41. **Question:** Has the County identified current occupied encampments in the South Bay service area? If so, could a map or a list of locations be provided?

Response: Currently, the location of known homeless encampments are in the Rancho Dominguez area. Attached is a map showing these locations (Enclosure A).

42. **Question:** Please confirm if the County will allow the hauler to pick up illegally dumped bulky items during the Hot Zone Monitoring process without the need for the County to approve the collection items.

Response: Yes, Contractor is required to collect illegally dumped items on all public rights of way within the service area without the need for the County to request the service. Note the collection process does require documentation through the use of the County's smartphone app, including photos.

43. **Question:** When the hauler is conducting Route Monitoring in Hot Zones and a bulky item is identified, will the hauler be allowed to charge the Abandoned Waste Rate Per Ton found in PW 2.2 – 2A. Abandoned Waste Weekly Collection?

Response: No, Contractor will not be paid per ton for bulky items in hot zones. There are very few hot zones that include set out sites for bulky items, so this is unlikely to occur. For clarity, a bulky item are items at the setout site, regardless of how they got there. Conversely, abandoned waste are items not at the setout site, even if the customer put it there.

44. **Question:** Will the County add a Task 2 tire collection rate to PW 2.2 as tires require special handling and processing?

Response: No change for tire collection rates.

45. **Question:** When performing Task 1 or task 2 services and dead animals are encountered, will the same process as today be followed with notification to the appropriate agency for collection?

Response: Yes, notification of appropriate agency still applies.

46. **Question:** Does the County plan to have a standardized form and process for submitting Task 2 invoices?

Response: Yes, there is a standard invoice for task 2 services.

47. **Question:** Is the County able to provide all forms in digital format so that proposers can accordingly input information electronically as opposed to printing forms, completing with pen, then scanning back into proposal format?

Response: No digital format is available.

48. **Question:** RFP, Exhibit 3A1- requires that proposers provide customers/occupants Four Sharps Containers per year. Does the County have an estimate how many Sharps containers would be distributed, per area, annually?

Response: Sharps containers distributed in 2021 are as follows:

- a. Altadena/Kinneton Mesa 72
- b. South Bay 30

49. **Question:** RFP, Exhibit 3A1: Page 32 References customers that are located in difficult to Service Areas, and ability for contractor to submit in writing a request to provide non-automated collection vehicles to provide collection services. Can the County provide a list of customers that fall into the difficult to service areas? Can the County provide more detail about the process and the timeline for approval?

Response: We are unable to provide the list of customers receiving "difficult to service" service. However, the number of customers who receive this service is provided in item 16.C.5 – Customer Information. There are no known circumstances of manual collection in these service areas. It is an informal process via email to explain the situation and County would reply quickly.

50. **Question:** Is the County able to provide ESRI.shp files for each of the service areas?

Response: Geographic Information System (GIS) Shapefiles are available upon request by contacting Mr. David Pang at e-mail: dpang@pw.lacounty.gov. The GIS Shapefiles are viewable by using any software that reads "Shapefiles" such as ArcGIS.

51. **Question:** Section 3(C)3 - On what basis does the County allow food waste to be discarded in refuse containers and require collection? Will the contamination sections apply to these containers?

Response: There may be an error in the reference as Section 3C3 is in regard to Vehicles-Fuel/Power and this will be addressed in a forthcoming addendum to the RFP. But to answer this question, the County's preference in food waste collection is placing this material in the green waste container. However, the contractor may propose a different method

such as placing food waste in the trash only if it can demonstrate that food waste will be extracted from the trash for diversion pursuant to SB1383, such as sending the materials to a high diversion facility.

52. **Question:** Are Priority Pickups at Director's Request (Exhibit 3A1, H4) subject to the abandoned waste per ton rate defined in PW 2.2? Is the definition for Public-Right-Of-Way for Exhibit 3A1, H4 different to that of Task 2 services?

Response: No, priority pickups at director's request in Exhibit 3A1 is not subject to the abandoned waste per ton rate in PW2.2. This service is included in the monthly basic rate for task 1 services. Please refer to PW 2.2 for Task 1 services, which shows item #6 for Priority Pickups at Director's Request under the Portion of the Monthly Rate for Special Services section. The definition of public-right of way is the same for Task 1 (Exhibit 3A1) and Task 2 (Exhibit 3A2).

53. **Question:** Exhibit 3A1 requires that the contractor provide 100 reusable bags for Recycling Information Booths. Will the contractor be required to have 100 reusable bags per event, or will the contractor be able to purchase 100 reusable bags per contract year?

Response: The contractor is required to provide 100 reusable bags per event.

54. **Question:** Are the ten (10) Instructional Community Meetings/Events per contract year or during the term of the agreement?

Response: The contractor is required to offer 10 instructional community meetings for the duration of the contract.

55. **Question:** Will the County confirm the number of customers in the South Bay service area? PW 2.2 shows 10,527 customers and Item 16.C.5 – Customer Information shows a total of 6,039 customers.

Response: Currently, the total number of customers in the South Bay area is 10,675. A revised PW 2.2 form will be provided in a forthcoming addendum.

56. **Question:** Will the County be amendable to adjust service days by working with the awarded hauler and identifying the optimal routing for services?

Response: Yes, the County will work with the contractor in adjusting service days upon receiving contractor's request and proposed changes.

57. **Question:** Is the County amenable to having post cards sent out quarterly rather than monthly so that the mailing schedule matches the quarterly invoice schedule?

Response: Postcards will be sent monthly, not quarterly.

58. **Question:** Section 4(L) – Is the County amenable to making this provision, which provides that Contractor will maintain the confidentiality of, or proprietary and trade secret nature of, records obtained from the Director under the Agreement, mutual, such that the County will protect the confidentiality of records obtained from Contractor, that are appropriately marked as confidential or proprietary in accordance with the Agreement, to the extent permitted by law?

Response: Please refer to item 1 of Section 9 F. Public Record Request on page Section 9-54 of the proposed contract.

59. **Question:** Section 8(B) – SB 1383 does not require both waste characterization studies and route reviews to comply with contamination monitoring requirements. Will the County accept route reviews as allowed under Section 18984.5(b) for container contamination minimization requirements of SB 1383?

Response: Item C3 of Exhibit 3A1 was written to comply with a draft version of SB 1383 and explained the route review procedure at Customer's containers. However, with the release of the final SB 1383 requirements, this portion of the contract will be modified to comply with Section 18984.5 (c) for waste evaluations and Section 8 of this contract will likely be removed. This will be clarified in a forthcoming addendum to this RFP.

60. **Question:** Section 10(A)(3)(d) – Please provide additional detail regarding the types and scope of information relating to Task 2 Services

under this Section. The agreement does not provide any such information in this Section.

Response: Task 2 Services requested by Director would include activities not documented elsewhere. A request to collect a mattress in an alley is documented along with other abandoned waste and therefore not included here.

61. **Question:** Exhibit 3A1 (C)(1)(b)(2) – Is the County amenable to clarifying that the Processing facility standards set by Director shall comply with applicable law? As drafted, this section is too ambiguous as drafted for contractors to confirm compliance.

Response: No additional information is available since there is no plan currently to implement any facility standards. Taking recyclables to a poorly performing materials recycling facility is a concern that may be addressed in the future.

62. **Question:** Exhibit 3A1(F)(1) and (2) – Please confirm that Contractor is entitled to a rate adjustment for increased costs that relate to a change of facilities under these sections, where such change of facilities is caused either by circumstances outside of Contractor's control or upon a County directed change.

Response: If County implements flow control, then negotiations will be required to determine what the appropriate rate should be, possibly allowing for a higher rate if additional expenses are documented. Changing to a closer or cheaper facility may not justify an increase. A change of facility beyond the contractor's control may allow for a rate increase but does not mean contractor may select any facility, regardless of rate, and expect the increased cost to be passed along to customers. Negotiations with the County would be required. The item will be further refined to address both a change of facility and a change of rates at a facility. This will be clarified in a forthcoming addendum to this RFP.

63. **Question:** Exhibit 3A1(G)(6) – Is the County amenable to changing this Section such that changes in materials require mutual approval, with such approval not to be unreasonably withheld by either party? Both parties may have a reasonable basis to make changes to definitions of the materials to be collected under this agreement, but Exhibit 5 Part 9(E)

states that, where such changes may have an impact on customer services fees, that those changes must be by written amendment.

Response: County will consider this change and may be clarified in a forthcoming addendum to this RFP.

64. **Question:** Exhibit 5 Part 8 – Will the County permit the assignment of Contractor's obligations under this agreement to an Affiliate of Contractor without payment of the transfer costs under Section C? Transfer of Contractor's obligations to a subsidiary or sister company will have no effect on the quality or timing of services provided.

Response: County will not waive transfer costs but instead change the fee from \$5 per customer to the actual cost incurred by County to process transfer and any other related cost, including outreach to customers if necessary. This change will be included in the forthcoming addendum to this RFP.

65. **Question:** Will the County permit the selected proposer to propose reasonable changes to the insurance provisions of this agreement to align the obligations with Contractor's applicable policies?

Response: No changes are allowed. The insurance requirements must be followed as stated in Part 4 of Exhibit 5 in the RFP.

66. **Question:** Will the County consider using the Consumer Price Index (CPI) for Garbage and Trash? This CPI more closely tracks the actual services to be provided. Regional indices do not accurately reflect changes to costs related to the waste collection services to be provided under the agreement.

Response: Upon the request of several waste haulers for the same reasons requested here, County changed to Water and sewer and trash collection services in the US. The County will consider this index and this change may be included in the forthcoming addendum to this RFP.

67. **Question:** The agreement defines "Organic Waste" as the statutory definitions of *both* SB 1383 and AB 1826. Please clarify which definition applies, or clarify each instance where each definition applies, as appropriate.

Response: We will defer to the SB1383 definition. This will be clarified in a forthcoming addendum to this RFP.

68. **Question:** Will the County consider removing the vehicle scale requirement as the scale monitoring system being requested is not yet developed? If the removal of the scale requirement is approved by the County can PW 2.2 be updated?

Response: The weight scale requirement will be removed from the contract and form PW-2.2 in a forthcoming addendum to this RFP.

69. **Question:** On form PW-2.2 Section 2D Homeless Encampments, for the “additional cart and dumpster services,” the service fee and quantities are N/A, but there is a hard coded monthly amount of \$1,000. Would the County provide clarity if additional carts or bins will be required? If so, is the \$1,000 hard coded monthly value the expected rate for unlimited amounts of additional carts or bins?

Response: Additional carts and/or services will be required on an as-needed basis. Since it is difficult to predict the need for these additional carts and/or services, we provided a maximum amount of \$1,000 instead. Please note that this is the maximum amount we intend to spend for additional carts and/or services per month using the rates that will be proposed under this section.

70. **Question:** Regarding vehicle video equipment, will the County allow for the hauler to have one waste collection facing camera that is wide enough to capture the home being serviced instead of having a forward-facing camera and a container facing camera?

Response: As long as the waste falling into the vehicle can be seen along with the area in front of the truck as it approaches customers, one camera is acceptable, assuming the focus automatically adjusts. Note that the waste facing portion will be modified in a forthcoming addendum to remove the route review paragraph.

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

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Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

A handwritten signature in dark ink, appearing to read "E. Manovitz", with a stylized flourish at the end.

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

DP

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