



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91803-1331  
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www.ladpw.org

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

IN REPLY PLEASE

REFER TO FILE: **AS-0**

May 15, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MALIBU GARBAGE DISPOSAL DISTRICT  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award a contract for the twice-a-week automated collection, transportation, and disposal of refuse and the once-a-week separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the Malibu Garbage Disposal District to Waste Management - G.I. Industries, a Utah corporation, located in Simi Valley, California. This contract will be effective July 1, 2003, for a period of five years.
2. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
3. Authorize Public Works to encumber an annual amount not to exceed \$642,017. This amount is based on the contractor's annual cost to perform these services.
4. Authorize the Director of Public Works to execute the contract upon approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will award a contract for the twice-a-week automated collection, transportation, and disposal of refuse and the once-a-week separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. The current contract for this service will expire on June 30, 2003. This contract is required to meet the refuse, recyclable, and green waste collection needs of the District. To meet the requirements of the California Integrated Waste Management Act of 1989, Assembly Bill 939, the contractor will be required to provide special containers to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District for the separate automated collection of refuse and recyclable material and green waste. The contractor will be required to provide annual cleanup, bulky item collection service, and an educational program to inform and to elicit the participation of District residents in recycling programs.

The District encompasses Malibu unincorporated area as well as a portion of the City of Malibu. We have kept the City informed on this contract's specifications and its five-year term, conditions, requirements, and terms, as well as its award progress.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goals of Service Excellence and Children and Families' Well Being, since providing continuous refuse collection and disposal services to residences, multi-family residences, businesses, and commercial/industrial establishments within the District without interruption protects the environment, health, and safety of District's residential and business establishments, as well as improving the quality of life in the District.

### **FISCAL IMPACT/FINANCING**

Payment to the contractor will be \$642,017 annually. This amount is based on the contractor's monthly fees of \$53,501.38.

This contract will be for a period of five years, commencing on July 1, 2003, and ending June 30, 2008. Work under this contract may be canceled or terminated anytime by the County, with cause, upon providing at least 60 days' written notice to the contractor.

This contract allows renegotiation downward, consistent with any budget reductions or termination, should funds not be appropriated for a future fiscal year. Payment adjustments may be made based on the workload and/or on the contractor's demonstration that it has incurred substantial cost increases in disposal fees or transportation costs due to lack of availability of disposal sites within 100 miles of downtown Los Angeles. The proposed contract does not provide for payment adjustment due to increases in the Consumer Price Index.

Financing for the first year of this contract has been included in the District's proposed 2003-04 budget. The contract costs are to be offset by fees assessed to the District's property owners. There will be no impact on net County costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing this contract that will substantially be the same as that reflected in Enclosure C, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract as authority to contract for this service is expressly provided by statute (Public Resources Code Section 49019). County Counsel concurs with this determination.

### **CONTRACTING PROCESS**

On March 4, 2003, Public Works solicited proposals from 149 Countywide permitted haulers approved by the County Department of Health Services to operate within the District. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times for ten consecutive days.

Proposers were requested to provide costs for two alternate methods for collection, transportation, and disposal of refuse, recyclable materials, and green waste. On April 7, 2003, one proposal was submitted. Under a "blind bid" process developed by County Counsel in order to ensure fairness in selecting between the two alternatives, the proposal was received by an independent third party (City of Pasadena) and screened for completeness. We then reviewed a proposal copy without the proposer's name/identification and pricing to determine the proposer's responsiveness and responsibility. Having found the proposer responsible and responsive, and without knowing the proposer's identity, the proposer's pricing was then reviewed. We then

chose the alternative based on the prices proposed and the operational preferences of the District which is for twice-a-week automated collection, transportation, and disposal of refuse and once-a-week separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. It is recommended that this contract be awarded to Waste Management - G.I. Industries, a Utah corporation, located in Simi Valley, California. The contractor has met the minimum qualifications, and demonstrated capability and experience to successfully provide the service in accordance with the contract's specifications at a reasonable price and an understanding of the work required.

As requested by your Board, the contractor has submitted a safety record that reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

Evidence of the required Comprehensive General and Automobile Liability insurance policies naming the County as additional insured, Workers= Compensation insurance, and a performance security will be obtained from the contractor before any work commences.

This contract contains Board-ordered contract terms regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, nonpayment for services received after expiration or termination of the contract, and the Safely Surrendered Baby Law.

Enclosure B reflects the proposer's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with the Los Angeles County Code Section 2.200 (Child Support Compliance Program).

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works= assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

The Honorable Board of Supervisors  
May 15, 2003  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

**CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc. 3

cc: Chief Administrative Office  
County Counsel

Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 183  
**Bid Title :** MALIBU GARBAGE DISPOSAL DISTRICT  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE  
**Open Date :** 3/4/2003  
**Closing Date :** 4/7/2003 5:30 PM  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 4:30 p.m., Monday, April 7, 2003, for "Malibu Garbage Disposal District."

A Proposers= Conference will be held at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, on Wednesday, March 19, 2003, at 2 p.m., in the Alhambra Room. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This location is compliant with the Americans with Disabilities Act (ADA) requirements.

Upon request, Public Works can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier at 900 South Fremont Avenue, Alhambra, California 91803, or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Espanol) to have it mailed.

**Contact Name :** MARCIA LUCERO  
**Contact Phone# :** (626) 458-4044  
**Contact Email :** [mlucero@ladpw.org](mailto:mlucero@ladpw.org)  
**Last Changed On :** 3/5/2003 1:34:31 PM

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

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): <span style="float:right">205</span>						
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			0	0	0	0
Hispanic/Latino			7	0	14	6
Asian or Pacific Islander			0	2	1	1
American Indian			0	0	0	0
Filipino			0	0	0	0
White			10	5	17	13

**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	Dis-advantaged	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: <i>Mindy S. Paer</i>	Title: Human Resources	Date: 04/02/03
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S A M P L E A G R E E M E N T

THIS AGREEMENT, is made and entered into by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and Waste Management - G.I. Industries, a Utah corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the April 7, 2003, hereby agrees to furnish the automated collection, transportation, and disposal of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the Malibu Garbage Disposal District (Alternative A), to the satisfaction of the Director of Public Works, as described in the attached Specifications for the "Malibu Garbage Disposal District."

SECOND: The Contract Specifications, the Contractor's Proposal and clarifications of the Contractor, and the Standard Terms and Conditions of the Los Angeles County Service Contracts, all attached hereto, and the insurance certifications, and a bond for faithful performance are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor the rates pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission (Alternative A) an annual amount not greater than \$642,017 or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide the automated collection, transportation, and disposal of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, and Addenda to the Request for Proposals, herein, the County's Specifications, Requirements, Terms, Conditions, and Addenda shall control and be binding.

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IN WITNESS WHEREOF, the County 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.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

WASTE MANAGEMENT – G.I. INDUSTRIES,  
A UTAH CORPORATION.

By \_\_\_\_\_  
Michael E. Smith,  
Vice President/District Manager

SPECIFICATIONS AND CONDITIONS

FOR

MALIBU GARBAGE DISPOSAL DISTRICT

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**PART II General Requirements**

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- \* AFFIDAVIT FOR PARTNERSHIP PROPOSAL
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- A - LOS ANGELES COUNTY MALIBU GARBAGE DISPOSAL DISTRICT  
(MAPS)
- B - SOLID WASTE MONITORING AND REPORTING FORMS
- C - REFUSE UNITS FOR VARIOUS PROPERTY USES, MALIBU GARBAGE  
DISPOSAL DISTRICT
- D.- "SAFELY SURRENDERED BABY LAW" POSTERS (ENGLISH AND  
SPANISH)

- \* The appropriate Affidavit shall be submitted with Proposal.
- \*\* Section and Attachments to be submitted with Proposal.

PART I  
SPECIFICATIONS AND CONDITIONS  
FOR  
MALIBU GARBAGE DISPOSAL DISTRICT  
SECTION 1  
WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

The work to be accomplished under these Specifications requires the Contractor to furnish 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 generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District.

## SECTION 2

### SCOPE OF WORK

A. (Intentionally left blank)

B. (Intentionally left blank)

C. Work Location

County of Los Angeles, Malibu Garbage Disposal District. See Exhibit A, District maps.

D. Work Description

1. General

The work to be performed under these specifications shall include the furnishing of all labor, supervision, material, and equipment necessary for the automated collection, transportation, and disposal of refuse, and the separate collection and management of recyclable materials, and green waste, as defined in Title 20 of the Los Angeles County Code, or future Amendment thereto, from all residences, multi-family residences, businesses, and commercial/industrial establishments within the territory of the County as included in the aforementioned District.

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

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 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 foregoing 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, and

dispose/manage all refuse, recyclable materials, and green waste generated within the District in return for the exclusiveness of said Contract and other considerations provided for herein. Contractor agrees to collect, transport and dispose/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 when they are 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.

2. Frequency of Collection

Contractor shall make automated collection of refuse, and the separate automated collection of recyclable materials, and green waste in unlimited amount from all residences, multi-family residences, businesses and commercial/industrial establishments, vacant lots, and places of habitation within the District.

Except for the holiday collection schedule outlined in Part I, Section 2.D.5, Holiday Collection, all refuse shall be collected twice during each calendar week between the hours of 7 a.m. and 5 p.m. with a minimum of two days, but not more than three days elapsing between one collection and the next. Except for the holiday collection schedule outlined in Part I, Section 2.D.5, Holiday Collection, all recyclable materials and green waste shall be collected once during each calendar week with not more than six days elapsing between one collection and the next. Routes of collection shall be arranged so that collection shall be made on the same day(s) of each succeeding week. See Part I, Section 2.D.3, Frequency of Collection for Commercial Food Establishments, and Section 2.D.4, Frequency of Collection for Hotels and Motels, for additional requirements.

Except for the holiday collection schedule outlined in

Part I, Section 2.D.5, Holiday Collection, the schedule for the automated collection of commingled refuse and recyclable materials shall be twice during each calendar week between the hours of 7 a.m. and 5 p.m. with a minimum of two days, but not more than three days elapsing between one collection and the next. Except for the holiday collection schedule outlined in Part I, Section 2.D.5, Holiday Collection, the schedule for the automated collection of green waste shall be once during each calendar week between the hours of 7 a.m. and 5 p.m. with not more than six days elapsing between one collection and the next. Route of collection shall be arranged so that collection shall be made on the same day(s) of each succeeding week. See Part I, Section 2.D.3, Frequency of Collection for Commercial Food Establishments, and Section 2.D.4, Frequency of Collection for Hotels and Motels, for additional requirement.

Contractor may be required, upon oral or written request from the Director/Designee, to return to any collection route to collect refuse, recyclable materials, green waste and commingled refuse and recyclable materials left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

3. Frequency of Collection for Commercial Food Establishments

Contractor shall make daily automated and separate collections of refuse, recyclable materials, and green waste in unlimited amounts 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.

4. Frequency of Collection for Hotels and Motels

Contractor shall make automated and separate collection of refuse, recyclable materials, and green waste in

unlimited amounts from hotels and motels twice each calendar week between the hours of 7 a.m. and 5 p.m.

5. Holiday Collection

When the collection day falls on January First, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, December Twenty-Fifth, 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, respectively, Contractor shall choose one of the following options, which will remain in force 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 the remainder of the week, or
- b. Provide for collection the day after the holiday and collect one day later than the regularly scheduled day during the remainder of the week.

Contractor shall notify the Director/Designee of Contractor's intended option and provide the holiday collection schedule to demonstrate Contractor's ability to maintain the scheduled collection. Contractor's intention for holiday collection shall be clearly stated in the published collection schedule and in the notice mailed or delivered to residences, multi-family residences, businesses, and commercial/industrial establishments, other than commercial food establishments of the District, and further provide that two collections are made during each calendar week. The published collection schedule must be maintained at all times.

Contractor shall publish the holiday collection schedule for each of the foregoing six holidays in a newspaper of general circulation within the District at least one week before the holiday occurs. All publications must adhere to guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.

6. Automated Collection Services - Minimum Standards

a. Containers

Contractor shall provide automated collection of refuse, and the automated and separate collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial

establishments within the District.

Unless directed otherwise by the Director/designee, Contractor shall:

- 1) Provide one 64-gallon refuse container free of charge to each dwelling unit of all residences and multi-family residences within the District.
- 2) Provide one 64-gallon recyclable material container free of charge to each dwelling unit of all residences and multi-family residences within the District.
- 3) Provide one 96-gallon green waste container free of charge to each dwelling unit of all residences and multi-family residences within the District.
- 4) For those multi-family residences with limited space for storage of a large number of refuse, recyclable, and green waste containers and/or limited space for placing these containers at the curb for collection, Contractor shall customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these multi-family residences without any cost to the owner, tenant, manager, or Homeowner Association of said properties. Contractor may provide dumpster(s)/roll-off receptacle(s) of appropriate capacity to multi-family residences with three or more dwelling units for providing automated and separate collection of refuse, recyclable materials, and green waste as long as that such a collection mechanism could be designed and arranged between Contractor and the property owners, tenants, managers, and/or Homeowner Associations of the multi-family residences. Contractor shall employ its approach, strategies, and methodology to provide automated refuse, recyclable materials, and green waste collection services to multi-family residences especially to those with limited storage area and limited space for placement of the containers at the curb as requested in Part I, Section 1.C.5, Proposal Format and Contents and outlined in its Proposal.

- 5) Provide sufficient number of 64-gallon refuse containers free of charge to each business and commercial/industrial establishment within the District. The number of refuse containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in Part I, Section 5.A.2, Counts of Refuse Units.
- 6) Provide sufficient number of 64-gallon recyclable material containers free of charge to each business and commercial/industrial establishment. The number of recyclable material containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in Part I, Section 5.A.2, Counts of Refuse Units.
- 7) Provide sufficient number of 96-gallon green waste containers free of charge to each business and commercial/industrial establishment. The number of green waste containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in Part I, Section 5.A.2, Counts of refuse Units.
- 8) For those businesses and commercial/industrial establishments with limited space for storage of a large number of refuse, recyclable, and green waste containers, and/or limited space for placing these containers at the curb for collection, Contractor shall customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these businesses and commercial/industrial establishments without any cost to the owner, tenant, manager of said properties. Contractor may provide dumpster/roll-off receptacle(s) of appropriate capacity to these businesses and commercial/industrial establishments free of charge for providing automated and separate collection of refuse, recyclable materials, and green waste as long as that such a collection mechanism could be designed and arranged between Contractor and the property owners, tenants, and managers of the businesses and commercial/industrial establishments within the District.

Contractor shall employ its approach, strategies, and methodology to provide automated refuse recyclable materials, and green waste collection services to businesses and commercial/industrial establishments as requested in Part I, Section 1.C.5, Proposal Submission and outlined in its Proposal.

- 9) Make automated collection of refuse generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District at least twice a week, on the same day of each week, and during the hours specified for regular collection.

Make automated collection of separate recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District at least once a week, on the same day of each week, and during the hours specified for regular collection.

No alternative collection schedule is permitted unless approved, in writing, by the Director/Designee.

The minimum standards for automated and separate collection of refuse, recyclable materials, and green waste from each dwelling unit of all residences and multi-family residences shall include twice-a-week collection from three containers, one for refuse, one for recyclable materials, and one for green waste. Residents who request extra container(s) in excess of the minimum standards provided herein shall pay Contractor for an additional fee for each extra container requested at a rate specified in Part I, Section 2.D.6, Automated Collection Services - Minimum Standards. Other than the additional fee to cover the cost for the use of the extra containers, Contractor shall provide automated collection of separate refuse, recyclable materials, and green waste from extra containers free of charge to the residents.

The minimum standards for automated and separate collection of refuse, recyclable materials, and green waste from businesses and

commercial/industrial establishments shall include twice-a-week collection from a number of refuse, recyclable materials and green waste containers as specified above. Businesses and commercial/industrial establishments which request extra container(s) in excess of the minimum standards provided herein shall pay Contractor for an additional fee for each extra container requested at a rate specified in Part I, Section 2.D.6, Automated Collection Services - Minimum Standards. Other than the additional fee to cover the cost for the use of the extra containers, the Contractor shall provide automated collection of separate refuse, recyclable materials, and green waste from extra containers free of charge to the businesses and commercial/industrial establishments.

Should other collection mechanisms, such as automated collection of separate refuse, recyclable materials, and green waste from dumpster(s)/roll-off receptacle(s) as outlined above, be arranged, no additional fee shall be charged to multi-family residences, businesses, and commercial/industrial establishments for extra dumpster(s)/roll-off receptacle(s) as long as the total capacity of all the dumpsters/roll-off receptacles for collection of separate refuse, recyclable materials, and green waste, does not exceed the total capacity of the maximum number of 64-gallon refuse, 64-gallon recyclable material, and 96-gallon green waste containers which are required to be provided to each multi-family residence, business and commercial/industrial establishment as outlined above.

- 10) Should dumpster(s) or roll-off receptacle(s) of appropriate capacity be arranged for automated and separate collection of refuse, recyclable materials, and green waste from multi-family residences, businesses and commercial/industrial establishments, the dumpster or roll-off receptacles shall meet the following minimum requirements:

- a) 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 or other public property or onto any other private property, and to prevent the emission of odors,

- b) Reinforced wheel assembly on the base for easy transportation, and
  - c) A design to withstand extreme temperatures and long-term exposure to the sun, as well as other needed features to facilitate the separate collection of refuse, recyclable materials, and green waste.
- b. Unless otherwise directed by the Director/Designee, delivery of all containers and/or dumpsters/roll-off receptacles to residences, multi-family residences, businesses and commercial/industrial establishments as specified above shall occur no later than one week prior to commencement of this Contract.

Contractor shall provide a secure location for inventory and storage of the containers and/or dumpsters/roll-off receptacles. All the containers and/or dumpsters/roll-off receptacles for automated collection services shall be distributed to all residences and multi-family residences, businesses, and commercial/industrial establishment at Contractor's own cost.

Contractor shall prepare and distribute a special notice/flyer along with the containers and dumpster/roll-off receptacles to all residents multi-family residences, businesses and commercial/industrial establishments describing the District's automated collection services, purpose and designated use of each container and dumpster/roll-off receptacle, location where the containers are to be placed for collection, care of the containers, collection schedule, guidelines and rules for receiving automated collection services, tag for non-collection, procedures for requesting additional containers and the cost, and toll-free telephone numbers for Contractor and Public Works for requests and inquiries from the residents, multi-family residents, businesses and commercial/industrial establishments. In the same notice/flyer, Contractor shall advise all residents and multi-family residents, businesses and commercial/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 container(s) may be blocked. Further, Contractor shall also advise all residents, multi-family residents, businesses and commercial/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.

- c. The design and dimensions of all the containers for automated collection of refuse, recyclable materials, and green waste, shall be subject to the Director's/Designee's review and approval. Each container shall be equipped with a tightly-fitted cover to prevent intrusion of rainwater, rodents, birds, and flies, and the emission of odors, wheels on the base and handle on the back for easy transportation, as well as other features needed to facilitate automated collection. The cover must be of such design and weight that would prevent an empty container from tilting backward when lifting the cover open. The cover shall be hinged to the container body, in such a manner so as to enable the cover to be fully opened, free of tension, to a position whereby it may rest against the backside of the container body. The hinge assembly shall not be capable of being readily removed by the public by hand or with ordinary tools. The containers shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials.
- d. Unless approved otherwise by the Director/Designee, the three containers for automated and separate collection of refuse, recyclable materials, and green waste, respectively, shall be in different and distinctive colors, black for refuse, blue for recyclable materials, and green for green waste.
- e. The name of Contractor shall be clearly identified on each container. Each container shall be identified with a unique serial number on the front side of the container. The designated use of each container shall also be identified on the front side. A white label of the size no less than two inches by four inches shall be affixed to the front side of each container for the residents, multi-family residents, businesses, and commercial/industrial establishments to identify their names and addresses on the containers.

Upon the request of the Director/Designee, Contractor shall provide the Director/Designee with a listing of the number of refuse, recyclable material, and green waste containers delivered to each residence and multi-family residence, and the serial number on each container with reference to the address of the residence and multi-family residence.

Contractor shall affix a label on the bottom side of the cover of each container for automated and separate collection of refuse, recyclable materials, and green waste, or automated collection of commingled refuse and green waste, to instruct the residents, multi-family residences, businesses and commercial/industrial establishments of the rules for the proper deposit of refuse, recyclable materials, and green waste in the respective containers, as well as information pertaining to request for replacement and/or additional container(s). The label shall be no smaller than 12 inches by 18 inches in size and shall be written in both English and Spanish. The names and telephone numbers of Contractor and the District shall also be provided on the label.

- f. All the containers and dumpsters/roll-off receptacles for automated collection of refuse, recyclable materials, and green waste, shall remain the property of Contractor. At the termination of this Contract, as defined in Part II, Section 5, Termination of Contract, and/or dissolution of the District pursuant to Part I, Section 5.A.11, Dissolution of District, Contractor shall collect the previously provided containers, and/or dumpsters/roll-off receptacles for automated collection services from all residences, multi-family residences, businesses and commercial/industrial establishments within the District. Additionally, in the event of a reduction in the District's territories, Contractor shall collect the previously provided containers and dumpsters/roll-off receptacles for automated collection services from those residences and businesses that are no longer located within the territories of the District.

In any case, the County and/or the District will not be liable, financially or otherwise, for collecting containers and dumpsters/roll-off receptacles for automated collection services from residences, multi-family residences, businesses and

commercial/industrial establishments within the District.

- g. All residences, multi-family residences, businesses and commercial/industrial establishments within the District may request extra refuse container(s), recyclable material container(s), and/or green waste container(s) above the minimum standards as specified in Part I, Section 2.D.6a, Containers, from Contractor for an additional fee to be collected by Contractor.

The fee for each extra container shall be in accordance with Contractor's price stated in their Proposal and only include the cost for the use of the container during the term of the Contract and shall not cover cost for the collection and disposal of refuse or collection and management of recyclable materials and green waste from the extra container.

At the discretion of the Director/Designee, the proposed fee schedule will be a part of the evaluation process to determine the responsiveness of the Proposal as specified in Part I, Section 3.D, Evaluation of Proposals of the Request for Proposals.

Contractor shall notify all residents, multi-family residents, businesses, and commercial/industrial establishments that the payment for the extra container(s) are the responsibilities of the residents, multi-family residents, businesses, commercial/industrial establishments. Contractor shall be responsible for the delivery of extra container in a timely manner upon receipt of a request to do so from the residents and multi-family residences. Contractor shall collect the fee for extra container directly from the residences, multi-family residences, businesses, and commercial/industrial establishments. Under no circumstance will the County and the District be financially liable for delinquent payments due to Contractor for extra container(s) in excess of the minimum standards specified herein. Contractor shall collect refuse, recyclable materials, and/or green waste from the extra container(s) free of charge to the residences, multi-family residences, businesses, and commercial/industrial establishments.

Subject to the Director's/Designee's review and

approval, the rate for the usage fee of each extra container shall be competitive with the current market rates, and shall not exceed 70 percent of the retail cost of the container. Contractor shall demonstrate to the satisfaction of the Director/Designee, with supporting data and documents, the basis upon which the usage fee for each extra refuse, or recyclable materials, or green waste container is determined. The rate for the extra container shall be fixed for the duration of this Contract.

- h. Contractor shall maintain records of all the extra containers provided to residences multi-family residences, businesses, commercial/industrial establishments within the District. Contractor shall also maintain a record of the serial number of all the extra containers requested by the residences, multi-family residences, businesses, and commercial/industrial establishments as well as their addresses. These records shall be made available to the Director/Designee upon request during the term of this Contract.
- i. Contractor shall repair all damaged but repairable containers upon oral or written notice from the residents, multi-family residents, businesses, commercial/industrial establishments, and/or the Director/Designee. All damaged containers shall be repaired to the satisfaction of the residents, multi-family residents, businesses, and commercial/industrial establishments, and shall be returned to the residents, multi-family residents, businesses, and commercial/industrial establishments prior to the next scheduled collection day. In the event that the damaged container can not be repaired prior to the next scheduled collection, Contractor shall provide the resident, multi-family resident, business, and commercial/industrial establishment who has a damaged but repairable container with a temporary container without charge until such time the repaired container has been returned to the resident multi-family resident, business, commercial/industrial establishment.

Replacement of any damaged container that cannot be satisfactorily repaired shall be provided to all residences, multi-family residences, businesses, commercial/industrial establishments within the District without charge upon written or oral notice from the residents, multi-family residents, businesses, and commercial/industrial

establishments or the Director/Designee. All replacement containers shall be provided prior to the next scheduled collection after receipt of notice from residents, multi-family residents, businesses, and commercial/industrial establishments and/or the Director/Designee.

Contractor shall maintain and store a sufficient number of containers for replacement of damaged containers to ensure continuous service without interruption. Upon receipt of a replacement container, the resident, multi-family resident, business, and commercial/industrial establishment shall return the damaged container to Contractor.

- j. Contractor shall replace lost containers without charge to the residences, multi-family residences, businesses, and commercial/industrial establishments upon request to do so from the owners, tenants, or occupants of said properties. Contractor shall provide the replacement container(s) within 24 hours of receipt of the request. It is Contractor's responsibility to monitor unreasonable and/or questionable requests from the residents, multi-family residents, businesses, and commercial/industrial establishments for replacement of stolen containers.

Contractor shall maintain a record of those residences multi-residences, businesses, and commercial/industrial establishments, which have requested a new container to replace a lost container. Contractor shall report in writing all unreasonable and questionable requests for replacement of lost containers together with evidence as well as other supporting documents to the Director/Designee. The Director/Designee will investigate all such incidents and will respond in writing to Contractor.

- k. Contractor shall develop and implement a Public Education Campaign to announce and promote the District's automated collection services provided to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. The Public Education Campaign shall include but not be limited to the following elements:

- 1) At a time to be designated by the Director/Designee within five business days

after award of the Contract, Contractor shall, in coordination with the Director/ Designee, develop promotional and educational materials regarding the District's automated collection services for newspaper publication and door-to-door distribution to all residences multi-family residences, businesses and commercial/ industrial establishments within the District.

No later than one month prior to commencement of the Contract, Contractor shall at its own expense inform all residences, multi-family residents, businesses, and commercial/ industrial establishments of the District's automated collection services by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the District, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial/industrial establishments through the U.S. Postal Service and/or forwarded by a door-to-door delivery service. Thereafter, on a semi-annual basis, Contractor shall distribute promotional and educational materials regarding the District's automated collection services to all residences, multi-family residences, businesses, and commercial/ industrial establishments within the District, through the U.S. Postal Service and/or a door-to-door delivery service.

All publications and notifications must adhere to the guidelines specified in Part I, Section 2.D.10, Published and Written Notices.

- 2) Prior to commencement of the Contract, Contractor shall conduct at its own expense at least four community meetings to inform all residents, multi-family residents, businesses, and commercial/industrial establishments within the District of the District's automated collection 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 every element of the District's automated collection services, and provide answers to all the questions regarding the District's automated collection services that the residents, multi-family residents, businesses, and commercial/industrial establishments may

have. At least two of the meetings must be held in the evening during a week -day, and at least two of the meetings must be held on Saturday.

At least two weeks prior to the scheduled community meetings, Contractor shall at its own expense notify all residents, multi-family residents, businesses, and commercial/industrial establishments within the District of the time and place of each meeting by publishing information in one or more newspapers of general circulation within the District once a week for two consecutive weeks, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial/industrial establishments in the District through U. S. Postal Service and/or forwarded by a door-to-door delivery service.

All publications and notifications must adhere to the guidelines specified in Part I, Section 2.D.10, Published and Written Notices.

7. Containers to be Placed at Curb or Alley

Unless otherwise directed by the Director/Designee, automated collections of refuse, recyclable materials, and green waste shall be made from the edge of private road right of way; with the approval of the Director/Designee, from the area enclosure on private property designated by the owner or occupant; from the curb along the street in front of the dwelling, vacant lot, place of business or human habitation and where paved or unpaved alley serve such properties.

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 there from 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, such as Rodeo Grounds, Topanga Lane South Topanga Canyon Lane, South Old Malibu Road, West Topanga

Beach Road, Big Rock Mesa Drive, Las Flores Mesa Drive, etc. Contractor, however, will 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.

8. Method of Storage and Placement of Container for Collection

All refuse shall be deposited for collection by residences, multi-family residences, businesses, and commercial/industrial establishments in the special containers provided by Contractor as specified in Part I, Section 2.D.6, Automated Collection Services-Minimum Standards.

All refuse shall be thoroughly drained and wrapped prior to placement in such containers.

Christmas trees deposited for collection by residences, multi-family residences, businesses, and commercial/industrial establishments shall be collected without regard to the foregoing length and weight requirements

Combustible and noncombustible refuse resulting from repairing or demolishing buildings or resulting from new construction, or dirt, rocks, and brick shall not exceed 60 pounds (25.4 kg) each week from each residence, multi-family residence, business, and commercial/industrial establishment.

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.

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.

Unless specified otherwise, all containers for automated collection shall be placed on the portion of the public right of way immediately adjacent to the curb or parkway, or on the public right of way adjacent to the private property line in the alley, or on the parkway. Contractor shall instruct the property owners or tenants

of all residences, multi-family residences, businesses, and commercial/industrial establishments that there should not be anything placed on top of the container or sticking out of the container. The weight of the container including its contents shall not be more than 165 pounds for a 64-gallon container, and 250 pounds for a 96-gallon container.

Except bulky items collected upon request from residents, multi-family residents, businesses, and commercial/industrial establishments and/or the Director/Designee, as specified in Part I, Section 2.D.9, Special Collection Services, Christmas trees and all the refuse, recyclable materials, and bulky items collected during the Annual Cleanup Campaign, as specified in Part I, Section 2.D.22, Annual Cleanup Campaign, all refuse, recyclable materials, and green waste, which are not deposited in the respective container provided by Contractor will not be collected by Contractor.

Contractor shall collect Christmas trees deposited for collection by residents, multi-family residents, businesses, and commercial/industrial establishments without regard to length and weight requirements.

In the District, there may be some senior citizens and disabled residents who do not have the physical strength to transport the heavy containers from their premises to the designated collection place as described above. At the request of these senior citizens and/or disabled residents, or as directed by the Director/Designee, Contractor shall make appropriate arrangements with these residents to provide them with containers of appropriate size to accommodate the transportation, with less physical strength, of the container and its contents to the designated area for automated collection.

Due to parked vehicles and/or low tree branches which may hinder Contractor's operation of the automated collection vehicles, in order to provide automated collection service, Contractor may be required to manually move/transport a container or containers from the location where the container(s) was (were) placed by the resident, to an open area nearby where there is sufficient room to allow the operation of the automated collection vehicle by Contractor to provide automated collection service. In the event that the containers have to be moved manually in order to provide automated collection service, Contractor is required to replace the container at its original location after collection.

Should dumpster(s)/roll-off receptacle be provided as an

alternative mechanism for providing automated collection services to multi-family residences, businesses, and commercial/industrial establishments, Contractor may make collection from the location where the dumpster/roll-off receptacle(s) is (are) placed within said property.

See Part I, Section 2.D.18, Recycling Component, and Section 2.D.19, Management of Recyclable Materials, Green Waste, and Food Waste, for additional requirements regarding automated collection of recyclable materials, green waste, and Christmas trees.

9. Special Collection Services

Furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other bulky household items shall be collected in unlimited amounts by Contractor, upon request from the property owner and tenants of all residences, multi-family residences, and businesses and commercial/industrial establishments, or the Director/Designee, on the next regular collection day following such request.

Property owners and tenants of all residences, multi-family residences, and businesses and commercial/industrial establishments shall place these items out at the curb or alley for collection.

Contractor shall provide a sufficient number of noncompacting trucks for collection of major appliances/white goods and other metallic discards as defined in Part II, Section 1, General Definitions and Terms. Major appliances and metallic discards collected shall not be mixed with regular refuse or other recyclables. Except as provided by Section 42170(b), as amended, of the California Public Resources Code (PRC), any major appliance or metallic discard 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. All "materials which require special handling" as defined in Part II, Section 1, General Terms and 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.

10. Published and Written Notices

Unless otherwise specified in this Contract, by July 1, 2003, Contractor shall at its own expense inform all

residences, multi-family residences, businesses, and commercial/industrial establishments within the District of Contractor's regular and special collection services and holiday collection schedule by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the District and once by written notice with postage prepaid and forwarded through the U.S. Postal Service or forwarded by a door-to-door delivery service. Thereafter, each year for the length of this Contract, Contractor shall, during the month of July, inform residences, multi-family residences, businesses, and commercial/industrial establishments of the District's regular and special collection services and holiday collection schedule by publishing information one time in one or more newspapers of general circulation within the District and by written notice with postage prepaid and forwarded through the U.S. Postal Service or forwarded by a door-to-door delivery service.

All publications and notifications shall be approved by the Director/Designee one month (or a shorter period as specified by the Director/Designee) prior to printing and shall be printed in both English and Spanish.

The publication and notification shall contain, as a minimum, the name of the District, Contractor's name and telephone number, a map delineating the boundaries of the District and collection areas, day of collection for each area, and the telephone number of Public Works.

Mailed or delivered notices shall be prepared on postal card or recycled paper no smaller than 8 1/2 inches by 11 inches (203 x 279 mm). Newspaper announcements shall be at least one-half (1/2) page.

Contractor shall show satisfactory proof to the Director/Designee that all publications and notifications were published/delivered as required. Satisfactory proof shall include, but not be limited to official proofs of publication from newspapers, copy of the newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issues by the Post Office and/or a bonded direct mailing firm and an original notification.

Proof of publication/notification must be received by Public Works within 30 calendar days of the date of publication/distribution. Failure to submit the aforementioned documentation will be construed as Contractor's failure to complete the publication/notification as required above. Such failure shall be

subject to penalties, as stated in Part I, Section 4.F.11, Liquidated Damages.

Additional requirements on publications and notifications are outlined in Part I, Section 2.D.6, Automated Collection Service - Minimum Standards, Section 2.D.22, Recycling and Green Waste Education Program and Section 2.D.23, Annual Clean-up Campaign.

11. Care of Containers

All containers, and/or dumpsters/roll-off receptacles, shall be returned to where found by Contractor after collection. Containers, and/or dumpsters/roll-off receptacles shall not be deposited on the streets, highways, or on adjoining property.

Contractor, its agents and/or employees, shall not throw or drop refuse, recyclable, and/or green waste containers from the truck to the pavement, or in any other way break or damage or roughly handle the same.

All damaged or broken containers shall be repaired or replaced by Contractor. See Part 1, Section 2.D.6, Automated Collection Services - Minimum Standards, for additional requirements.

12. Method of Collection and Vehicles

Contractor shall provide a sufficient number of automated collection vehicles (chassis and bodies) of appropriate size, types, and capacities for the separate collection of refuse, recyclable materials, and green waste and/or commingled collection of refuse and recyclable materials from all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. Each vehicle for automated collection of refuse, recyclable materials, and green waste shall be equipped with all the mechanical and hydraulic systems as well as other features required to facilitate automated collection.

Unless directed otherwise by the Director/Designee, refuse shall be combined during collection and transported in one vehicle. Contractor shall provide and have available at all times vehicles that are leak-proof for use in the collection and transportation of such combined refuse, the separate collection and transportation of recyclable materials or green waste. Each vehicle shall be equipped with metal bodies and covers and be a mechanical packer type. Contractor shall dispose of such combined refuse at a place legally

empowered to accept it for disposal, and at no other place. See Part I, Section 2.D.6, Automated Collection Services - Minimum Standards, Section 2.D.18, Recycling Component, and Section 2.D.19, Management of Recyclable Materials, Green Waste and Food Waste, for additions/requirements.

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.

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, and sidewalks, public or private property by reason of the activities of Contractor.

All Contractor's vehicles used to collect, transport, and dispose of refuse, recyclable materials, or green waste in the District shall, at all times, be kept 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", "Malibu Garbage Disposal District", and "Contractor's Name or Firm Name", together with Contractor's "Phone Number", shall be printed or painted in legible letters, not less than four inches (101.6 mm) in height, on both sides of all trucks and conveyances used in the District in performance of this Contract.

Contractor shall possess a sufficient number of collection vehicles for automated collection of refuse, recyclable materials, and green waste in the District, including spare vehicles to maintain the collection schedule at all times. Contractor shall maintain in readiness a sufficient number of spare vehicles for automated collection of refuse, recyclable materials, and green waste, respectively. These spare vehicles shall be fully fueled and ready to dispatch and replace any

vehicle that breaks down on route within reasonable time of such breakdown. All collection vehicles shall be equipped with adequate radio/communication equipment for office-to-field communication.

Only those collection vehicles approved by the County of Los Angeles Department of Health Services, and/or the Director/Designee for collecting refuse, recyclable materials, and green waste shall be used in the District.

It is Contractor's responsibility to maintain established inspection and maintenance procedures 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, the California Highway Patrol, the South Coast Air Quality Management District, the manufacturer, and all other applicable Federal, State, County, and local laws and regulations.

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 use automated collection vehicles of appropriate size and capacity to provide automated collection services in areas of the District with narrow or hilly streets, and/or one-way streets.

Contractor shall maintain records of inspections and maintenance of all mechanical equipment used in providing the required services in the District, including records of preventive maintenance and repairs performed. Items to be inspected shall include, among others, those required in the inspections conducted by the Los Angeles County Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All inspection and maintenance records shall be open to inspection by the Director/Designee.

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 is the responsibility of Contractor to monitor the drivers' driving performance and records.

Should the Director/Designee at any time give

notification to Contractor that any designated 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 action.

All Contractor's vehicles and equipment used in the collection of refuse, recyclable materials, or green waste 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.

13. Uniforms

All employees of Contractor shall be dressed with uniformity and in clean uniforms furnished by Contractor to the satisfaction of the Director/Designee. 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.

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.

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 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 automated collection of refuse, recyclables, 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

Contractor shall prepare and file with the Director/Designee within 30 days of the award of this Contract, a collection schedule together with a complete map in quadruplicate of the District. Contractor shall indicate thereon in an appropriate and easily understandable manner and to the satisfaction of the Director/Designee the days on which collections of refuse, recyclable materials, and green waste shall be made throughout the District.

Said schedule must meet with the approval of the Director/Designee. Contractor may have to coordinate with the Director/Designee for the preparation of the collection schedule to ensure that the collection schedule is not in conflict with the street-sweeping schedule in the District. The schedule, when 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, together with a new map in quadruplicate.

No such change may take effect until approval is given by the Director/Designee and until 15 days after publication in a newspaper of general circulation within the District once a week for four consecutive weeks, and delivery of a notice by U.S. Postal Service and/or delivery service at

Contractor's own expense advising all residences, multi-family residences, businesses, and commercial/industrial establishments within the District of the change. Such notice shall be similar to and include all items outlined in Part I, Section 2.D.10, Published and Written Notices.

Similar notices shall be given, in the same manner, to residences, multi-residences, businesses, and commercial/industrial establishments affected by an annexation to the District.

All publications and 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 published/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 publications and notices were published/delivered as required.

Satisfactory proof shall include, but not be limited to, official proof of publication from newspaper, copy of newspaper publication with the name of the newspaper and date of publication clearly shown, and/or 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 inches by six inches (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's business or firm name, and telephone number, and shall be securely fastened to each container refused. 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, multi-family resident, business and commercial/industrial establishments and/or the Director/Designee that the reason for non-collection 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 non-collection have been left. If the reason for non-collection 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 non-collection. At the discretion of the Director/Designee, Contractor may be required to submit a listing of all addresses where the tags for non-collection have been left during a specified time period.

18. Recycling Component

- a. Contractor shall make separate automated collection of recyclable materials and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments commencing on July 1, 2003, and shall continue until the expiration date of this Contract.

For the purposes of this Contract and unless directed otherwise by the Director/Designee, Contractor shall make automated collection of separate refuse, recyclable materials, and green waste in unlimited amount from all residences, multi-family residences, businesses, and commercial/industrial establishments within the District which deposit the separate refuse, recyclable materials and green waste for collection in containers provided by Contractor as specified in Part I, Section 2.D.6, Automated Collection Services - Minimum Standards.

Separate green waste and recyclable materials, when collected, shall not be mixed with regular refuse.

b. Food Recycling Program

Subject to the Director/Designee's approval, commencing July 1, 2004 until June 30, 2008, the expiration date of this Contract, Contractor shall develop and implement a recycling program for collecting and composting food waste generated by the commercial food establishments within the District.

Commencing July 1, 2004, Contractor shall provide a

sufficient number of original and replacement food waste container(s) to each commercial food waste establishment within the District.

c. Christmas Tree Recycling

Contractor shall collect Christmas trees from all residences, multi-family residences, businesses, and commercial/industrial establishments during a specified period in December and January. Christmas trees, when collected, shall not be mixed with regular refuse and recyclable materials.

d. Extra Recycling

Occasionally there are some residents in the District who may place large quantities of green waste for collection. Under this circumstance, Contractor shall make special arrangements with said residents, on a case-by-case basis, for the collection of green waste that is not placed in the green waste container(s) provided by Contractor.

19. Management of Recyclable Materials, Green Waste, and Food Waste

Contractor shall:

- a. Sell, give, or otherwise transfer recyclable materials, except green waste and Christmas trees, collected from residences, multi-family residences, businesses and commercial/industrial establishments to a recycling center, station or facility.
- b. Sell, give, or otherwise transfer green waste and Christmas trees collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a composting center, station or facility or, unless directed otherwise by the Director/Designee, to landfills permitted to accept green waste for use as alternative daily cover.
- 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 center, station, or facility.

20. Reports

Contractor shall prepare monthly reports providing the following:

- a. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments served by regular refuse collection.
- b. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the recycling program.
- c. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the green waste collection program.
- d. The quantity of refuse collected from residences, multi-family residences, businesses, and commercial/industrial establishments, and final disposal destination. In addition, the quantity of recyclable materials and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments.
- e. Number and tonnage of Christmas trees collected, if applicable.
- f. The quantity of major appliances/white goods, metallic discards, and used tires by weight and final destination.
- g. The quantity of food waste collected by weight and final destination.
- h. Any other pertinent information as identified or requested by the Director/Designee.

This information shall be provided in the format shown in Exhibit B and/or as may be revised and updated by the Director/Designee. The information shall be provided separately for the District areas within and the District areas outside the City of Malibu.

All such reports are to be submitted monthly. The first monthly report shall be due 15 days after the first month, commencing from the first day of operation.

Thereafter, the reports shall be submitted within 15 days of the end of the previous month. All reports shall be

forwarded to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, California 91802-1460, unless otherwise notified by the Director/Designee.

All information pertaining to the District areas within the City of Malibu shall be submitted the City of Malibu, 23555 Civic Center Way, Malibu, CA 90265 in the same manner outlined above.

When Contractor submits monthly reports to the Director/Designee such reports shall be deemed timely received only if delivered or postmarked on or before the due date. If reports are not timely received, Contractor shall be subject to liquidated damages pursuant to Part I, Section 4.F, Liquidated Damages, of this Contract.

See Part I, Section 2.D.21, Recycling and Green Waste Education Program, for additional requirements regarding a report to be submitted annually relative to the results of a survey conducted by the Contractor on improving the participation rate in the District's recycling and green waste collection program.

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. Recycling and Green Waste Education Program

On July 1, 2003, Contractor shall provide a Recycling and Green Waste Education Program (Program) for residences, multi-family residences, businesses, and commercial/industrial establishments within the District to promote, on an ongoing basis, participation in the District's recyclable materials, green waste, and Christmas tree collection services (recycling services), special collection services, and Annual Cleanup Program, as well as other related activities for waste diversion. The Program is to promote recognition in the community for the need, benefits, and availability of recycling services.

The Program shall include, but not be limited to the following elements:

- a. Semiannually, Contractor shall inform each District residence, multi-family residence, business, and commercial/industrial establishment of the purpose and necessity of the District's recycling services; the date of commencement of each recycling service,

if applicable, and the method and schedule of collection. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by Contractor at Contractor's own expense.

- b. To ensure the success of the District's recycling and green waste collection program, within three months after commencement of this Contract, and thereafter during July of each year for the duration of this Contract, Contractor shall conduct and complete a survey to identify the participation rates in the District's recycling and green waste collection program for the residential, multi residential, and commercial sectors of the District. The survey shall also identify recycling materials being collected by type and quantity from the residential, multi-residential, and commercial sectors of the District. Based on results of the survey, Contractor shall prepare a report summarizing the status of the District's recycling and green waste collection program, identifying existing and potential operational problems of the recycling program, if any, and recommending appropriate strategies and activities for implementation through public education and/or other public outreach mechanisms to enhance, improve, and promote the District's recycling and green waste collection program in an effort to increase the participation rate. Contractor's annual report shall be submitted to the Director/Designee for review and approval no later than 30 days after completion of the survey each year.

Upon approval by the Director/Designee, all the public outreach strategies and activities for improving the District's participation rate as recommended by Contractor in each year's report shall be implemented by Contractor as part of the Contract at Contractor's own expense.

- c. Semiannually, Contractor shall inform all residences, multi-family residences, businesses, and commercial/industrial establishments as to the quantity of recyclable materials, green waste (and Christmas trees, if applicable) collected and diverted from landfills and transformation facilities. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment

either through the U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense.

- d. Quarterly, Contractor shall inform all residences, multi-family residences, businesses and commercial/industrial establishments of the process to be used to receive special collection services, as outlined in Part I, Section 2.D.9, Special Collection Services. The information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense. In addition, semiannually, the above-described information shall be published in one or more newspapers of general circulation in the District.
- e. During December of each calendar year, Contractor shall also inform each residence, multi-family residence, and commercial/industrial establishment within the District of the Christmas tree collection service. The notice shall contain the commencement date of the Christmas tree collection service, schedule, and method. Each publication and notification shall also contain Contractor's name and telephone number, and the telephone number of Public Works. Contractor shall, at its own expense, provide such notices by having the above information about the Christmas tree collection service published in one or more newspapers of general circulation within the District, and by written notice forwarded through the U.S. Postal Service, or forwarded by a door-to-door delivery service to each residence, multi-family residence, business, and commercial/industrial establishment within the District, at least one week prior to the scheduled Christmas tree collection.

All publications and notifications must adhere to the guidelines outlined in Part 1, Section 2.D.10, Published and Written Notices.

- f. At least one month prior to July 1, 2004, Contractor shall inform each commercial food establishment within the District of the District's food waste composting service, date of commencement of the service, and the method and schedule of collection. This information shall be given, in writing, to each commercial food establishment either through the U.S. Postal Service or by a

door-to-door delivery service hired by Contractor at Contractor's own expense. The notification must adhere to the guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.

- g. See Part I, Section 2.D.6, Automated Collection Service - Minimum Standards, for additional requirements.

22. Annual Clean-up Campaign

Contractor shall provide an Annual Clean-up Campaign (Campaign) within the entire District. The intent of the Campaign is to provide an extra collection service. Thereafter, the Campaign shall be conducted starting in May and in each succeeding May until the expiration of this Contract. The month of May shall be designated as clean-up campaign month.

a. Campaign Schedule

The first collection in the Campaign shall start on the first Saturday in May 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 clean-up day.

Example: The collection area where the semiweekly collection of refuse is regularly scheduled for Monday and Thursday shall have the first Saturday in May for its cleanup day. The collection area where the semiweekly collection of refuse is regularly scheduled for Tuesday and Friday shall have the second Saturday in May 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 second, and all additional Campaigns shall be conducted on successive Saturdays, beginning with the first Saturday in May as described above.

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. Major appliances/white goods, metallic discards, and materials that require special handling shall be collected and disposed/recycled as specified in Part I, Section 2.D.9, Special Collection Services. Hazardous, explosive, infectious, and toxic materials or waste is specifically excluded.

The containers, capacity, bundle, and weight limitations, described above under Part I, Section 2.D.6, Automated Collection Services - Minimum Standards, and Section 2.D.8, Method of Storage and Placement of Containers for Collection, are void during all Campaign Saturdays.

Contractor may be required, upon oral order of the Director/Designee, to return to any Campaign route, in order to collect refuse, recyclable material, or green waste left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

c. Published and Written Notices

Contractor shall provide the Director/Designee, in writing, with schedule and logistics information regarding the Campaign. One month prior to the scheduled Campaign, Contractor shall publish information about the Campaign in newspapers of local circulation, as directed by the Director/Designee, at least once a week for four consecutive weeks. In addition, Contractor shall, at its own expense, by written notice forwarded through the U.S. Postal Service or forwarded by door-to-door delivery service, notify each residence, multi-family residence, business, and commercial/industrial establishment within the District of the scheduled Campaign. The publication and written notice shall clearly define the boundaries, method of collection, and dates of the Campaign and other information the Director/Designee deems necessary. All publications and notifications must adhere to the guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.

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 non-compacting 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/Designee's satisfaction.

e. Reports

Contractor shall prepare reports providing the quantity of bulky items, white goods, refuse, recyclable materials, and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments during the Campaign. Unless otherwise notified by the Director/Designee, this report shall be due 15 days after the conclusion of the Campaign.

23. Special Clean-up Services

At the oral or written request of the Director/Designee, Contractor is required to provide special collection services in association with a number of clean-up projects or public events sponsored and/or conducted by Public Works and/or other County Departments throughout the District during the term of the Contract. Contractor shall provide special collection services without charge on any days of the calendar week as designated by the Director/Designee except Sundays and holidays. A maximum of two special clean-up projects and/or public events will be conducted during each contract year.

Contractor may be required to provide appropriate number of dumpsters and/or roll-off containers of various size and capacity, and/or portable refuse containers to facilitate the collection of refuse, recyclable materials, green waste, construction materials, bulky items, etc., at the site of each special clean-up project or public event. Contractor shall provide all the necessary vehicles/equipment to collect the above

materials from dumpsters and/or roll-off containers. Unless otherwise specified by the Director/Designee, the Contractor shall remove all the dumpsters or roll-off containers or portable containers, together with its contents from the site of the clean-up project and public no later than 24 hours after conclusion of the special clean-up projects or public events. No hazardous materials shall be collected during the special clean-up events.

The Director/Designee may request extra special clean-up services beyond the two special clean-up projects and/or public events as stated above from Contractor for an additional fee to be collected by Contractor. The fee for each extra special collection services shall be in accordance with Contractor's price stated in its Proposal. At the discretion of the Director/Designee, the proposed fee schedule will be a part of the evaluation process to determine the responsiveness of the Proposal as specified in Part I, Section 3.D, Evaluation of Proposals.

E. Communications

Contractor shall provide a telephone answering service, toll-free, to residents of the District and the Director/ Designee from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays to receive instructions from the Director/Designee and to receive complaints from single-family residents, multi-family residents, businesses, and commercial/industrial establishments within the District. 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.

F. 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 Part III, Section N, Default, Contractor shall immediately notify the Director/Designee so that necessary measures can be taken to maintain the scheduled service without delay or

interruption.

G. 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.

H. Duration of Contract

This Contract will be for a period of 60 months, commencing on July 1, 2003, and ending on June 30, 2008, subject to the following:

The County may cancel this contract, without cause, anytime after 36 months, upon giving Contractor at least 60 days written notice. This Contract may be canceled or terminated at any time by the County, with cause, at anytime during the term of the Contract upon giving Contractor at least 60 days written notice.

I. Storage Facilities

Public Works will not provide storage facilities for Contractor.

J. Responsibilities of Contractor

1. 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 clean-up 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 shall have provided funds. Nothing herein shall prevent the owners or tenants, should they so desire, or the County from contracting with any other person or persons for such collection services until the

beginning of the fiscal year above mentioned.

2. 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.

3. Office for Inquiries and Complaints

Contractor shall maintain an office at some fixed place and shall maintain a telephone within that office, 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, during the hours between 8 a.m. and 5 p.m., including the noon hour of each day, except Saturdays and Sundays and the aforementioned holidays, have some person, employed full time by Contractor, at said office for the answering of inquiries and by whom complaints may be received from District property owners and tenants or from Public Works or the County of Los Angeles Department of Health Services. Such person 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 establish a telephone number for the exclusive use of District residents. The telephone of said Contractor shall be toll free to residents of the District and in no case shall a resident of said District be required to pay any charge to telephone said Contractor.

Contractor shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. 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.

4. 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 affect of municipal annexations or incorporation. The Board does not assume to state what the legal effect of such annexation or incorporation would be.

K. 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, Term, Requirements, and Conditions of this Contract. Public Works at the sole discretion of the Director/Designee may provide Contractor assistance as needed.

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 (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 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 3

### AWARD AND EXECUTION OF CONTRACT

#### A. Award of Contract

Public Works will recommend that the contract be awarded to the lowest responsible Proposer subject to the conditions outlined in Part I, Section 3.D, Evaluation of Proposals, of the Request for Proposals. The awardee shall sign and return the Contract, together with copies of the required insurance certification, within seven days after notification by Public Works of intent to recommend award of this Contract by the Board.

#### B. Final Contract Award by the Board

Notwithstanding a recommendation of Public Works, the Board, as a governing body of the District, retains the right to exercise its judgment concerning the selection of a proposal, alternatives, and the terms of any resultant agreement, and to determine which proposal best serves the interest 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.

#### C. Legal Status of Contractor Personnel at Facility

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

#### D. County Lobbyists

Each County lobbyist or County lobbying firm as defined in the Los Angeles County Code Section 2.160.010 retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. The Contractor's signature on this Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

## SECTION 4

### GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contract Status

This Contract is by and between the County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor property). Contractor shall not be obligated to indemnify for liability and expense arising from active negligence of the County.

#### C. Safety Indemnification

To the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability expense (including defense costs and legal fees), claims and/or cause of action for damages of any nature whatsoever, including but not limited to injury or death to employees of Contractor, its subcontractors 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 includes all investigations and proceedings associated with

purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by the 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. Insurance

Without limiting Contractor's indemnification of the County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of insurance - Certificate (s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, attention Angelica Maldonado, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officers, and employees as insured for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or ate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not

limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be extended by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
3. Failure to Maintain Coverage - Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
  - a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of the occurrence.
  - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
  - c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the term of this Contract.
5. Compensation for County Costs - In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractor - Contractor shall insure any and all subcontractors performing services under this Contract by either:
  - a. Contractor providing evidence of insurance covering the activities of subcontractor, or
  - b. Contractor providing evidence submitted by subcontractor evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Complete Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident. Such insurance shall include coverage for all "owned", "nonowned", and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employees' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or by any other state, and for which Contractor is responsible.

If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million

Disease - each employee:

\$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Performance Security

a. A faithful performance bond in the sum of not less than 50 percent of the annual Contract price payable to the County and executed by a corporate surety licensed to transact business as a surety in the state of California. Such bond shall be conditioned upon faithful performance by Contractor of the terms and conditions of this Contract and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, or;

b. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in the sum of not less than 50 percent of the annual Contract price may be acceptable.

5. All insurance or renewals, as described above, shall be hand-delivered and filed with the Director/designee at least 30 days prior to the expiration of then-current policy. If any insurance is not filed or renewed, as herein provided, the Contract shall be ipso facto forfeited, and Contractor shall be responsible for any damages suffered by the District as a result thereof.

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; that the District and Contractor have endeavored to fix the amount of said damages in advance; that 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 the Contract.

1. Failure to maintain the collection schedule during the hours of service as defined in Part I, Section 2.F, Hours and Days of Service - \$10 per day per dwelling unit, business or commercial establishment not collected on the scheduled day.
2. For mixing recyclable materials/green waste with refuse during collection, - \$100 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 - \$100 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. Failure to answer the telephone during the hours specified in these Specifications - \$75 for each occurrence.
6. Failure to have employees dressed uniformly in clean uniforms - \$50 per employee per day.
7. Failure to maintain any truck for collecting refuse, recycling, and/or green waste in accordance with these Specifications after one warning by the Director/Designee - \$75 per truck per day.
8. Failure to submit any required reports and/or proof of publication/delivery in the time frame as specified in these Specifications - \$100 per occurrence.
9. Failure to maintain the hours of operation between 7 a.m. and 5 p.m. - \$100 per truck per occurrence per day.
10. 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.
11. 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.

12. Failure to deliver containers to residences, multi-family residences, businesses, and commercial/industrial establishments for automated collection of refuse, recyclable materials, and green waste within the time frame specified in these Specifications - \$10 per day per dwelling unit.

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.

The Director/Designee may decline to levy liquidated damages if its found that the violation of these Specifications is insignificant or caused by a strike or accident or similar occurrence beyond the control of Contractor as defined in Part III, Standard Terms and Conditions, Section 3, Default. In the event that the Director/Designee determines to levy liquidated damages, the Director/Designee shall so notify Contractor in writing. Public Works shall 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 5

METHOD OF PAYMENT

A. Compensation is specified as follows:

1. Initial Proposal

The Contractor has shall specify in their proposal a flat Monthly Payment Rate for which the Contractor agrees to perform the services described and specified herein during the calendar months beginning July 1, 2003, and ending June 30, 2008, based upon these Specifications. Said Monthly Payment Rate is referred to hereinafter as the "initial monthly compensation" and it shall be based upon the area and population of the District at the time the proposal is submitted. The initial monthly compensation paid to Contractor shall be fixed, and such initial compensation shall be the basic rate of monthly compensation upon which all subsequent adjustments of compensation shall be computed.

2. Counts of Refuse Units

As defined in Section 20.90.450 of the County Code (see Exhibit C), 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/industrial establishments, and vacant parcels) in the District based on land use codes as shown by the current records of the County Assessor shall be the basic unit count upon which all subsequent adjustments of compensation are computed.

The current number of units in the District, as shown in Part I, Section 6, "Schedule of Prices," is 2,969.

During the life of this Contract, a count will be made of all units in the District as the first day of each July or within 20 days thereafter.

In making all unit counts called for under these Specifications, Public Works may rely on the Assessor's most current (prior to date prescribed for count) 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.

3. Method of Computing Rate Per Unit

Public Works will compute the rate per unit in the

following manner: the initial monthly compensation will be divided by the basic unit count, thus establishing a monthly rate per unit. This rate per unit shall prevail throughout the life of this Contract, except as specifically provided for in Part I, Section 5.A.6, Petition for Rate Adjustment. Computation described herein shall be carried to the fourth decimal place.

4. Method of Computing Monthly Compensation

As affecting subsequent payments, Public Works will multiply the current count of units, viz., the count as of July 1, by the monthly rate per unit as established in the foregoing paragraph, entitled "Method of Computing Rate Per Unit", thus establishing a new monthly compensation for collection service, which monthly compensation shall be paid Contractor during the ensuing 12-month period.

5. Material, Disposal Site Fees, and Other Costs

It shall be the responsibility of the Contractor, in calculating the proposal price, to take into consideration the possible escalation of materials, the escalation of disposal site/permitted facility fees, and the escalation of other costs not specifically provided for in Part I, Section 5, Method of Payment, during the terms of this Contract.

6. Petition For Rate Adjustment

The initial monthly compensation will not be adjusted on the movements of the All Urban Consumer Price Index for the Los Angeles-Riverside-Orange County area during the term of this Contract.

In the event Contractor experiences substantial cost increases in disposal fees or transportation costs due to lack of availability of disposal sites within 100 miles from the Kenneth Hahn Hall of Administration, and the increased costs exceed by ten percent or more the adjustment in the All Urban Consumer Price Index for Los Angeles-Riverside-Orange County, Contractor will be entitled to petition the Director for rate adjustment to compensate Contractor for any such unusual cost increase(s) as provided below. No adjustment will be made on the basis of: 1) fuel price increases; and 2) disposal fee or transportation cost increases which are not the result of a lack of availability of disposal sites. In addition, any increase shall not exceed the average salary movement granted to County employees. Should fiscal circumstances ultimately prevent the Board

from approving any increase in County employees salaries, no adjustments will be granted.

If at any time after the first 12 months of this Contract, the above-mentioned costs exceed by ten percent or more of all Annual Escalation Adjustments (Part I, Section 5.A.7, method of Calculation of Annual Escalation Adjustment) in All Urban Consumer Price Index for Los Angeles-Riverside-Orange County, as calculated by applying the adjustment formula defined hereinafter, the County will consider Contractor's petition for an adjustment to compensate Contractor for the amount by which the increased costs exceed said adjustments in the All Urban Consumer Price Index for Los Angeles-Riverside-Orange County.

Contractor may petition the Director/Designee and include as part of the petition a detailed schedule comparing the current disposal fee(s) at disposal sites used to dispose of District refuse to the disposal fee(s) at the time of the initial proposal.

Contractor shall also make available to the Director/Designee any additional documentation and support schedules relating to disposal fees, or transportation cost increases that the Director/Designee deems necessary in order to determine the actual increase(s). Such documentation shall include, but not be limited to disposal site receipts, driver route schedules, vehicle numbers including truck license numbers, disposal sites, and summary sheets of monthly disposal costs, fuel usage, and productivity reports. Contractor shall also provide an explanation for use of any alternate disposal sites.

All increases authorized pursuant to those paragraphs entitled "Petition for Rate Adjustment" will be subject to total maximum amount of 25 percent of the initial monthly compensation over the term of the five-year Contract.

The Director/Designee will, within 45 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. An adjustment made for

a petition submitted prior to February 1 will become effective the following July 1.

7. Method of Calculation of Annual Escalation Adjustment

The following is applicable only if a rate adjustment is authorized by the Director pursuant to Part I, Section 5.A.6, Petition for Rate Adjustment.

Calculate the percentage movement in the seasonally unadjusted All Urban Consumer Price Index for the Los Angeles-Riverside-Orange County area for the 12-month period preceding March 1 (all items: 1982-84=100), as reported by the U.S. Department of Labor for the year in question (March 200x ). Percentage movement is derived by dividing the number of index points reported at the end of the year in question by the number of index points reported at the beginning of the year in question, rounding to the nearest 10,000; multiplying by 100; and subtracting 100.

8. Change in Service Area/Population of District

It is understood that the monthly compensation to be paid Contractor shall 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 that the monthly compensation shall 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 hereinabove in the paragraph entitled Part I, Section 5.A.2, Counts of Refuse Units, 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 population of the District. Where a portion of territory of the District is excluded there from during the time covered by this Contract and 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 20th 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.

9. Protest

Immediately 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 and the Board shall each select an arbitrator and the two persons so selected shall choose a third arbitrator. These three persons shall constitute a Board of Arbitration and they shall settle the dispute as to such count of units or monthly compensation within 15 days of the date of their appointment, and shall prepare written report to Contractor and to the Board setting forth their decision as to what shall be deemed an equitable count of units or monthly compensation under the circumstances. Contractor and the District shall be bound by the decision of the Board of Arbitration and shall thereafter be barred from protesting said count or any payment made pursuant to the recommendations of the Board of Arbitration.

In the event Contractor protests the count of units or monthly compensation as described herein, any payment for services based on said count shall be withheld until the final determination and report by said Board of Arbitration. In the event no protest is filed as provided herein, then the count of units and monthly compensation established by Director/Designee shall be final and binding on both Public Works and Contractor.

10. 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 said Contract, and no liability against the District funds or the County or any officer or agent of said County 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.

11. 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, or by operation of law, or resulting from municipal annexation or incorporation.

B. Method of Payment

Contractor shall present separate monthly invoices in triplicate (one original and two copies) for all work performed during the preceding month in the monthly amount shown in Part I, Section 6, 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  
P.O. Box 7508  
Alhambra, CA 91802-7508  
Attention: Fiscal Division  
Accounts Payable

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SECTION 6

SCHEDULE OF PRICES

MALIBU GARBAGE DISPOSAL DISTRICT

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all labor, supervision, materials, and equipment, except those specified to be furnished by Public Works. Using the examples given below calculate your Unit Rate, Monthly Payment Rate and Annual Proposed Amount. The Unit Count given is the current unit count for the Malibu Garbage Disposal District but may be revised as outlined in Part I, Section 5.A.2, Counts of Refuse Units.

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<u>ITEM</u>	<u>PROPOSAL PRICE</u>
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**A. ALTERNATIVE A**

Twice-a-week automated collection 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, for a period of 60 months starting July 1, 2003, and ending June 30, 2008.

<b>EXAMPLE</b>				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
2,969	\$ _____	\$ _____	X 12	= \$ _____

---

Proposed Annual Amount for Alternative A (write out in full)

B. Alternative B

Twice-a-week automated collection and disposal/management of commingled refuse and recyclable materials from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, as specified, and the recovery and separation of recyclable materials from said commingled collection at a permitted Materials Recovery Facility, for a period of 60 months starting July 1, 2003, and ending June 30, 2008. In addition, weekly automated collection and management of green waste from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, for the same 60 months period as specified above.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
2,969	\$ _____	\$ _____	X 12	= \$ _____

Proposed Annual Amount for Alternative B (write out in full)

Legal Name of Proposer (Print or Type)

Signature

Date

Required License No.

Address

City

Zip Code

Telephone

## PART II

### GENERAL REQUIREMENTS

#### SECTION 1

##### GENERAL DEFINITIONS AND TERMS

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

Whenever in these Specifications 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. Collection of residential solid waste, recyclable materials, and green waste through the use of mechanical truck equipped with specially-designed hydraulic arms that grasp, lift, and empty special-wheeled, plastic containers which residents roll out to the curb.
5. Board. The Board of Supervisors of the County of Los Angeles.
6. Board of Supervisors. The Board of Supervisors of the County of Los Angeles.
7. Business. Business is a commercial and/or industrial establishment.
8. Buy-Back Center. A fixed location wherein recyclable materials may be sold.
9. Combustible Refuse. All combustible material including, but not limited to, paper, rags, discarded household bedding, excelsior, or 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, grass, trees, plants, vines and the pruning

PART II-Service Contract General Requirements (continued)

thereof. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.

10. Commercial Establishment. Any site for financial establishments, service-oriented concerns, retail stores, commercial warehouses, professional/governmental offices/facilities, civic concerns, hospitals and other health care facilities, libraries, and nonprofit research organizations.
11. Commingled Refuse and Recyclable Materials: A mixture of refuse and several recyclable materials placed in one container.
12. Commingled Refuse, Recyclable Materials, and Green Waste. A mixture of refuse, several recyclable materials, and green waste placed in one container.
13. Compost. Any product resulting from the controlled biological decomposition of organic wastes that are source separated from the solid waste stream.
14. Composting Center, Station, or Facility. Composting center, station, or facility are facilities whose principal function is to receive and to process green waste through composting. 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.
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 shall include the specifications, together with any special provisions thereof. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
16. Contract Work. Construction, maintenance, repair, or service performed for the County by a licensed Contractor in conformance with applicable plans and Specifications.
17. Contractor. The person or persons, co-partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by the Specifications.
18. County. County of Los Angeles and/or Los Angeles County Department of Public Works and/or Los Angeles County Flood

PART II--Service Contract General Requirements (continued)

Control District and/or Los Angeles County Road Department and/or Los Angeles County Engineer.

19. Days. Calendar days.
20. Department. Los Angeles County Department of Public Works.
21. Designate Waste. As defined in Section 2522, Title 23 of the California Code of Regulations.
22. Designee. The Director's authorized representative from the Department.
23. 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, Los Angeles County Flood Control District, or the Director's authorized representative(s).
24. 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.
25. District. Malibu Garbage Disposal District as shown in Exhibit A.
26. Facility. Any permitted facility; or recycling center, station or facility; or composting center, station or facility.
27. 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 is specifically excluded.
28. Green Waste. All vegetable cuttings, shrubs, stumps, brushes,

PART II--Service Contract General Requirements (continued)

tree trimmings, grasses and related materials that have been separated from other solid waste. Green waste does not include stumps with diameters larger than ten inches. Green waste may also be referred to as yard waste.

29. Hazardous, Radioactive, and Medical Waste Material. All hazardous, radioactive and medical waste, and materials as defined by any Federal, State and local law.
30. Health Officer or County Health Officer. The County Health Officer of the County of Los Angeles or authorized deputy, agent, or representative, the Director of Health Services, or such other person as the Board of Supervisors may designate in lieu of such health officer.
31. 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.
32. Kenneth Hahn Hall of Administration. The Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012.
33. 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.
34. 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.
35. 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, and 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.
36. 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.

PART II--Service Contract General Requirements (continued)

37. Medical Waste. As defined in Chapter 6.1 (The Medical Waste Act), Division 20 of the California Health and Safety Code.
38. Multi-family Residence. All parcels of land that contain three dwelling units or more.
39. Multi-family Resident. Property owners or tenants of all parcels of land that contain three dwelling units or more.
40. Noncombustible Refuse. All ashes, bottles, broken glass, crockery, earthenware, tin cans, tinware, 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.
41. 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.
42. 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.
43. Proposal. The written instrument that a Contractor submitted in conformance with the solicitation document (Request for Proposals).
44. Proposal Form. The blank form prepared (Schedule of Prices) and furnished by the Department upon which all priced Proposals shall be submitted.
45. Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
46. Recyclable Materials. All aluminum and metal cans; newspapers,

PART II--Service Contract General Requirements (continued)

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 Contractor.

47. 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.
48. Recycling Center, Station, or Facility. "Recycling center, station, or facility" 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.
49. Refuse. Refuse for this Agreement 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.
50. Refuse Container. Container designed for safe handling of refuse. Such container must be non-absorbent, water-tight, vector-resistant, durable, and easily cleanable. Containers should be of adequate size and in sufficient numbers to contain without overflowing, all the refuse that a property generates within the designated removal period. Containers 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 three (3) cubic yards.
51. Residences. All single-family residences and duplexes.
52. Residents. Property owners or tenants of single-family

PART II--Service Contract General Requirements (continued)

residences and duplexes.

53. Responsible Proposer. Proposer who meets all the requirements outlined in the Specifications.
54. Solicitation Document. Request for Proposals or Request for Quotation.
55. 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 Agreement, solid waste does not include liquid waste. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.
56. 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 the Contract.
57. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by the Contract.
58. 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.
59. 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.
60. White Goods. See definition for Major Appliance. Should there appear to 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, the Director shall be consulted and the Director's decision thereon shall be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram, and/or facsimile machine, and those which are not clocked in at the prescribed location prior to date and hour set for receipt of same will not be considered and may be returned to the Proposer unopened at the sole discretion of the Director as to what is in the County's best interest.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept

Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers 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 Proposer will be conducted. The unreasonable failure of a Proposer 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 with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on Contractor's Industrial Safety Record

form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California, County of Los Angeles Department of Health Services and other applicable agencies to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. 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.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal 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 extension will be considered as representing the Proposer'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 Proposer's intentions.

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

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose

of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence that is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.
5. If the Proposer 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 Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, 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 Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence that is the basis for the proposed debarment, and will advise the Proposer of

PART II--Service Contract General Requirements (continued)

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 Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.
4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at Contractor's expense. Contractor shall be responsible for the security of any and all of Public Works facilities in its care. Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. 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.

C. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract. Upon award and prior to commencing work on this Contract, Contractor shall obtain the necessary business permits and licenses to operate in the City of Malibu.

D. Quality of Work

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

E. 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.

F. 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.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions that may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change that does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision that materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

Contractor shall have no claim against the County for payment

PART II--Service Contract General Requirements (continued)

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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

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

K. Public Safety

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

L. Confidentiality

Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

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 job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County 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 Contract terms and performance standards. Contractor deficiencies that County 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 the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

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 the County's "L.A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site 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 job site.

T. Recycled-Content Paper Products

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

U. Contractor Responsibility and Debarment

1. 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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.
2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts Contractor may have with the County.
3. The 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 the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.
4. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence that is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where

PART II--Service Contract General Requirements (continued)

evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the 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.
2. Written Employee Jury Service Policy
  - a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the 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 Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
  - b. For purposes of this Section, "Contractor" means a

PART II--Service Contract General Requirements (continued)

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. "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 the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the 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.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.
- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, 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.

W. Local Small Business Enterprise Program

PART II--Service Contract General Requirements (continued)

1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
2. 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.
3. 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.
4. 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:
  - a. 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;
  - b. 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 the contract; and
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
  - d. 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 the County's Office of Affirmative Action Compliance of this information.

PART II--Service Contract General Requirements (continued)

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor 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.

B. 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' work.

C. 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 services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

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

F. Delegation and Assignment

Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by Contractor shall be specified in writing to the Director for advance concurrence.

H. 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 Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

Contractor shall:

1. Not knowingly sell or supply to County 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;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the 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 the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. 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 accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. Consideration of Hiring County Employees Targeted for Layoffs

PART II—Service Contract General Requirements (continued)

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

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
3. If this Contract is terminated, Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines 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 the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default

within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and Contractor shall negotiate an equitable amount to be paid Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County

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

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

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, 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.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The 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 the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the 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 or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, 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 five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this

Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:
  - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
  - b. The filing of a voluntary petition to have the Contractor declared bankrupt.
  - c. The appointment of a Receiver or Trustee for the Contractor.
  - d. The execution by the Contractor of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3

below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
  - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County 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 the 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 the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any

reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).

5. The rights and remedies of the County provided in this clause 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 persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. 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 in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director  
County of Los Angeles Department of Public Works  
P. O. Box 1460  
Alhambra, CA 91802-1460

2. 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 the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the 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.

# ATTACHMENTS

- \* AFFIDAVIT FOR PARTNERSHIP PROPOSAL
- \* AFFIDAVIT FOR CORPORATION PROPOSER
- \* AFFIDAVIT FOR INDIVIDUAL PROPOSER
- \* AFFIDAVIT FOR JOINT VENTURE
- \*\* BIDDER'S PROPOSAL
- \*\* CERTIFICATE CONFLICT OF INTEREST
- \*\* CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- \*\* PROPOSER'S/OFFEROR'S EEO CERTIFICATION
- \*\* PROPOSER'S REFERENCE LIST
- \*\* LIST OF SUBCONTRACTORS
- \*\* REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- \*\* GAIN/GROW EMPLOYMENT COMMITMENT  
PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
- \*\* CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
- \*\* COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- INTERNAL REVENUE SERVICE NOTICE 1015
- COUNTY VISION STATEMENT
- DEBARRED VENDORS REPORT
- BOND FOR FAITHFUL PERFORMANCE

- \* The appropriate Affidavit shall be submitted with Proposal.
- \*\* Forms must be submitted with Proposal.

# EXHIBITS

- Exhibit A - LOS ANGELES COUNTY MALIBU GARBAGE DISPOSAL DISTRICT (MAPS)
- Exhibit B - SOLID WASTE CHARACTERIZATION DATA MONITORING AND REPORTING FORM
- Exhibit C - REFUSE UNITS FOR VARIOUS PROPERTY USES, MALIBU GARBAGE DISPOSAL DISTRICT
- Exhibit D - "SAFELY SURRENDERED BABY LAW" POSTERS (SPANISH AND ENGLISH)