

DRAFT FRANCHISE EXHIBITS

EXHIBIT A: DEFINITIONS

EXHIBIT A DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

“Abandoned Waste” means Recyclable Materials, Organic Materials, Solid Waste, C&D, Excluded Waste, Bulky Items, or other materials which have been abandoned, littered, or illegally dumped in the public right of way or on public or City property.

“AB 1826” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

“AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced from time to time.

“AB 939” means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

“AB 2176” means the Venue and Event Reduction Act of 2004 (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the Public Resources Code, relating to Recycling), also commonly referred to as “AB 2176,” as amended, supplemented, superseded, and replaced from time to time.

“Agreement” means this Agreement between City and Contractor, including all exhibits, and any future amendments hereto.

“Applicable Law” means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

“Approved Facility(ies)” means the SMaRT Station, or other facility(ies) as designated by the City.

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise specified by 14 CCR Section 18982(a)(66)(A).

“Bin” means a Container with capacity of approximately one (1) to six (6) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

"Bulky Item" means discarded appliances (including refrigerators and other “white goods”), furniture, tires, carpets, mattresses, E-Waste, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special

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loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

“Business Days” mean days during which the City offices are open to do business with the public.

“Cardboard” means corrugated fiberboard consisting of a fluted corrugated sheet and one or two flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

“Cart” means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. In general, Carts have a capacity of 35, 64 or 96 gallons (or similar volumes). Exhibit B contains additional detail regarding Cart sizes that are available for specific services. “Cart” is inclusive of Split Carts.

“Change in Law” means any of the following events or conditions that has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- B. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

“City” means City of Sunnyvale, a municipal corporation, and all of the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the Term. For purposes of the areas to be served 'by Contractor under this Agreement, "City" also includes unincorporated areas completely surrounded by the City of Sunnyvale, all of which are now provided solid waste collection services by Contractor under this Agreement.

“City Center” means the geographic area described in Exhibit L.

“City Contract Manager” means the Environmental Services Department’s Solid Waste Division Manager, or other designee of the Environmental Services Director, who is responsible for the administrative management of this Agreement.

“City Fees” means all fees payable to the City, identified and referenced in Article 7 of this Agreement.

“Collect or Collection (or any variation thereof)” means the act of collecting Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in City.

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“Commencement Date” means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

“Commercial” shall mean of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

“Compactor” means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors may include up to three (3) cubic yard Bin Compactors serviced by front-end loader Collection vehicles, and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles subject to maximum vehicle weight limitations under Applicable Law.

“Complaint” shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; or, (2) a violation by Contractor of this Agreement.

“Composting or Compost (or any variation thereof)” includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free compost product.

“Construction and Demolition Debris (C&D)” includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris includes rocks, soils, tree remains and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

“Container(s)” mean Bins, Carts, Compactors, Drop Boxes (or Debris Bins or Debris Dumpster), Split Containers, and Public Litter Containers.

“Contamination” means the following: (i) Discarded Materials placed in a Recyclable Materials Container that are not identified as Recyclable Materials; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as Organic Materials; (iii) Discarded Materials placed in the Solid Waste Container that are identified as Recyclable Materials and/or Organic Materials, which are to be separately Collected; and/or (iv) Excluded Waste placed in any Container.

“Contamination Fee” means a City-approved Customer fee charged by City or Contractor for Contamination of Containers as provided in Section 4.12.3.H.

“Contractor” means Bay Counties Waste Services, Inc., organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and Subcontractors.

“Contractor’s Compensation” means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

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“Contractor's Payment” means Contractor's compensation determined in accordance with Article 8 and Exhibit E.

“Contractor's Proposal” means the proposal submitted to City by Contractor on _____, 20__ for provision of Recyclable Materials, Organic Materials, and Solid Waste Collection and Processing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

“Courtesy Collection” means events wherein the Contractor Collects Discarded Materials which have been improperly placed for Collection, leaves a Courtesy Notice, and does not charge the City-approved Rate associated with the improper set-out. Courtesy Collections are provided up to once per year per Customer.

“Courtesy Notice” means a form developed by Contractor and approved by City, and provided at Contractor's cost at least 2" by 6" in size, on which Contractor has provided Contractor's phone number and indicated the ways in which a Customer has failed to comply with proper Discarded Materials set-out procedures, giving reference to the law, or ordinance, or section of this Agreement which has been violated, which is left by Contractor at a Customer's Premises to indicate that their improperly set-out Discarded Materials were Collected as a courtesy (defined above as a Courtesy Collection), but may be subject to non-Collection in the future.

“Curb or Curbside (or any variation thereof)” means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property's entrance.

“Customer” means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

“Customer Type” means the Customer's sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Drop Box, and City.

“Delivery” of solid waste by a Waste Generator is deemed to occur when solid waste is deposited in a receptacle or at a location that is designated for collection pursuant to City's Municipal Code, or is otherwise discarded.

“Designated Waste” means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.

“Discarded Materials” means Recyclable Materials, Organic Materials, Solid Waste and Construction and Demolition Materials (C&D) placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

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“Disposal or Dispose (or any variation thereof)” means the final disposition of Solid Waste, or Processing Residue at a Disposal Facility.

“Disposal Facility” means a landfill, or other facility for ultimate Disposal of Solid Waste.

“Divert or Diversion (or any variation thereof)” means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, subsequent to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

“Drop Box”, or “Debris Bin” or “Debris Dumpster” means an open-top Container with a capacity of seven (7) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

“Dual Stream (or Dual-Stream)” means a Collection method in which the Generators are instructed to keep two like materials separate (such as Recyclable fiber and containers, or keep two different materials separate (such as Food Scraps and Solid Waste) for placement in two sections of a Split Container. Contractor maintains the separation of the two streams during Collection and Delivery to the Approved Facility for separate Processing of each stream. “Dual Stream” also refers separately and collectively to City’s FoodCycle program (separate Collection of Food Scraps and Solid Waste) and Recyclables Collection program (separate Collection of fiber and containers).

“Dwelling Unit” means any individual living unit in a; Single-Family dwelling (SFD) or Multi-Family dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Effective Date” means the date on which the latter of the two Parties signs this Agreement.

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, radioactive, sewage, restaurant grease and tallow and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded

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Waste does not include Used Motor Oil, Used Oil Filters, cooking oil, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.

“Extra Garbage Tags” are tags approved by City and provided by the Contractor which may be purchased by Residents and affixed to a bag provided by Residents for the Collection of Solid Waste overages.

“E-Waste” means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

“Federal” means belonging to or pertaining to the Federal government of the United States.

“Fiscal Year” means July 1 through June 30.

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for food recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

“Food Scraps” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper (including paper containers and cartons) that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and (v) vegetable trimmings, houseplant trimmings and other compostable organic waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Organic Materials.

“FoodCycle Collection” means a Dual Stream form of Collection method in which Customers are instructed to keep Food Scraps and Solid Waste separate from each other for placement in two separate sections of a Split Container, and in which the Contractor maintains the separation of the two streams during Collection and Delivery to the Approved Facility for separate Processing of each stream.

“Franchise Fee” means the fee paid by Contractor to the City as described in Section 7.1.

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“Generator” means any Person whose act first causes Discarded Materials to become subject to regulation under federal, State, or local regulation.

“Gross Receipts” shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl’s (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

“Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

“Holidays” are defined as New Year’s Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” or **“HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, household batteries, fluorescent bulbs , tubes, cleaners and sprays, personal care products, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

“Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

“In-Home Recycling Container” refers to a small, easily portable tote bag with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

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“Liquidated Damages” or “LD”, or variation thereof means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

“Mixed-Use Premise” means a building or complex of buildings containing Dwelling Units and non-Residential entities such as businesses.

“Move-in Kit” refers to a pre-prepared and standardized collection of useful items to be given by property managers or owners of Multi-Family Premises to new Multi-Family tenants upon move-in to a Multi-Family Dwelling Unit. At a minimum, Move-in Kits shall include a Multi-Family Recycling guide, an In-Home Recycling Container, and stickers that clearly define the accepted and prohibited materials in the Recycling program.

“Multi-Family” means any Residential Premises, other than a Single-Family Premises, with four (4) or more dwelling units used for Residential purposes (regardless of whether residence therein is temporary or permanent), including such premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with four (4) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family.

“Non-Collection Notice” means a form at least 2" by 6" in size, developed by Contractor at Contractor's cost and subject to City review, on which Contractor has provided Contractor's phone number and indicated the reasons for Contractor's refusal to Collect material, giving reference to the law, or ordinance, or section of this Agreement which has been violated, and which gives grounds for Contractor's refusal either in writing or by means of a check system.

“Occupant” means the Person who occupies a Premises.

“Organic Material(s)” means Solid Waste containing material originated from living organisms and their metabolic waste products including, but not limited to food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined by 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982.

“Owner” means the Person(s) holding legal title to real property and/or any improvements thereon, and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

“Party or Parties” refers to the City and Contractor, individually or together.

“Person(s)” means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, commercial entity, governmental entity, public entity, or any other legal person.

“Premises” means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

“Processing” means to prepare, treat, or convert Recyclable Materials, Reusable Materials or Organics Materials through sorting, cleansing, treating or reconstituting or use of other methods, for the purpose

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of making such material available for Recycling or reuse and/or marketing as a Recyclable or Organic Material product.

“Processing Facility” means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

“Prohibited Container Contaminants” means: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable for the City’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable for the City’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials or Organic Materials to be placed in City’s Recyclable Materials and Organic Materials Containers; and, (iv) Excluded Waste placed in any Container.

“Public Litter Modules” means public containers distributed on sidewalks, at bus stops, and in other public places in the City for the Collection of Recyclable Materials, Organic Materials, and/or Solid Waste. Containers may provide separate locations for more than one type of Discarded Material (e.g., Solid Waste and Recyclable Materials).

“Public Street” means all City-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

“Rate” means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing services under this Agreement. The Rates approved by City are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

“Rear Yard” means a location behind or beside a premise, including side yard.

“Recyclable Materials” means those Discarded Materials that: the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, refrigerated/shelf-stable cartons, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans; mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; film plastic (when clean, dry, and contained inside of a plastic bag); dry cell household batteries (with positive ends taped) when placed on the Recycling Cart in a sealed plastic bag and motor oil in a one gallon container with tightly fitting lid and filters sealed in a plastic bag ; and, those materials added by City from time to time.

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"Recycle" or "Recycling" means the process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

"Residential" or "Residential Premises" means Single Family, duplex, triplex and mobile home park residences, and freestanding or ground level town homes subscribing to Cart service.

"Residue" means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

"Reusable Materials" means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

"SB 1016" means the Solid Waste Per Capita Measurement Act of 2008 (an act to amend Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, to amend the headings of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, to add Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and to repeal and add Section 41825 of, the Public Resources Code, relating to Solid Waste), also commonly referred to as "SB 1016," as amended, supplemented, superseded, and replaced from time to time.

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

"Service Opportunity" shall mean each individual scheduled opportunity the Contractor must Collect from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor's most recent Quarterly Report to City.

"Service Assets" means all of Contractor's land, fixtures, buildings, equipment, vehicles and Containers in use or storage, and other property used or useful in the collection and transportation of Solid Waste, whether: 1) owned outright or pursuant to installment sale agreement or; or, 2) leased, including right to use, possession and occupancy, as the case may be.

"Service Level" refers to the size of a Customer's Container and the frequency of Collection service.

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“Single-Family” means, notwithstanding any contrary definition in City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, or tri-plex Residential structures and mobile home parks, regardless of whether each unit is separately billed for their specific service level.

“Solid Waste” means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not source separated from Solid Waste at the site of generation.

“Source Reduction” means the act of reducing the volume of Discarded Materials generated by Persons and may involve the Reuse of Discarded Materials.

“Source Separated”, “Source Separation” means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

“Specialty Recyclable Material” means material not specified in this Agreement that can be or will be Collected for purposes of Recycling.

“Split Cart” or “Split-Cart” means a Cart that is split or divided into two segregated sections for Generator placement of different materials.

“Split Compartment” or “Split Compartment Vehicle” means a Vehicle with two separate compartments for Collection and Transport of segregated materials.

“Split Container” or “Split-Container” means a Container that is split or divided into segregated sections, instead of an entire Container.

“State” means the State of California.

“Subcontractor” means a Party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to Contractor shall not be considered Subcontractors.

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.

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- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health Facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A Local Education Agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

“Term” means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

“Ton” or “Tonnage” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

“Total Service Opportunities” shall mean the sum of all Service Opportunities in a given time period.

“Townhouse” means an attached or semi-attached Single-Family Premises within a group of attached or semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through a central account (e.g. homeowner association, property manager), wherein each unit maintains individual Collection service subscription, does not share Containers with other units, and does not require Yard Trimmings Collection service, as determined in writing by the City Contract Manager.

“Transfer” means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

EXHIBIT A DEFINITIONS

“Transportation” or **“Transport”** means the act of conveying Collected materials from one location to another.

“Universal Waste (U-Waste)” means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

“Used Motor Oil and Filter” means used oil fluids for vehicles including motor oil and oil filters from automobiles and light trucks.

“Working Days” are the days Contractor must keep its office open in accordance with Section 4.11.1.B.

“Working Hours” are the hours of Collection described in Section 5.2.A.

“Yard Trimmings” means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in City Legislation for Collection and processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed twelve (12) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

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EXHIBIT B: DIRECT SERVICES

EXHIBIT B DIRECT SERVICES

The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g. back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

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EXHIBIT B1:
SINGLE-FAMILY RESIDENTIAL SERVICES

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EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

Containers:	Carts
Container Type:	Split Cart
Container Sizes:	64- and 96-gallons (or comparable sizes approved by the City). Standard Container size is 64-gallon. 96-gallon container shall be made available for no additional charge, upon request by Customer. <i>{Specialty: Please modify container sizes to match available sizes}</i>
Service Frequency:	One (1) time per week on the same day as Yard Trimmings Materials and FoodCycle Collection services.
Service Location:	Curbside
Acceptable Materials:	Dual-Stream Recyclable Materials (using a Split-Container to separate fibers from containers)
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Additional Service:	Single-Family Customers shall receive one (1) Recyclable Materials Cart at no additional charge. Contractor shall allow Single-Family Customers to place unlimited flattened Cardboard (bundled no larger than 30" x 30" x 6") and additional volumes of separated Recyclable Materials contained in paper bags adjacent to the Recyclable Materials Cart for Collection on their regularly-scheduled Collection day at no additional charge to the Customer.
Other Requirements:	Contractor shall accept household batteries in the Recyclable Materials program, provided that those batteries have been placed in a sealed, clear plastic bag and have been placed on top of the Recyclable Materials Container for Collection. Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

2. FoodCycle Collection

For the City's FoodCycle Collection program, Contractor shall Collect Food Scraps and Solid Waste placed in Contractor-provided Split Carts one (1) time per week from Single-Family Customers and Transport such discarded materials to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

Containers:	Carts
Container Type:	Split Cart

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

- Container Sizes:** 27-, 43- and 64-gallons (or comparable size approved by the City).
{Specialty: Please modify container sizes to match available sizes}
- Service Frequency:** One (1) time per week on the same day as Recyclable Materials Collection service.
- Service Location:** Curbside.
- Acceptable Materials:** Food Scraps and Solid Waste placed for Collection in respective sides of Split Cart.
- Prohibited Materials:** Food Scraps Cart section: Yard Trimmings, Recyclable Materials, Solid Waste, Excluded Waste
Solid Waste Cart section: Recyclable Materials, Organic Materials, Food Scraps, Excluded Waste
- Additional Service:** Single-Family Customers shall receive one (1) FoodCycle Collection standard Split Cart.

Single-Family Customers may purchase Extra Garbage Tags for additional Solid Waste. Solid Waste must be placed in a Customer-provided bag, no larger than 35 gallons, with the Extra Garbage Tag affixed and clearly visible, and placed next to their FoodCycle container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Garbage Tags, and Customers shall not be required to schedule such extra service in advance. The weight limit on extra garbage bags in 30 pounds.

Extra Garbage Tags will be readily available to Single-Family Customers at Utilities Customer Service Office. The City shall maintain a sufficient inventory of Extra Garbage Tags to accommodate additional Solid Waste.
- Other Requirements:** Contractor shall provide to all Single-Family Customers kitchen pails designed to contain Food Scraps prior to placement in the Customer's Food Scraps Cart. Kitchen pail specifications shall be approved by the City prior to ordering and distribution.

Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

Contractor shall allow Customers to place Food Scraps in clear plastic bags and then place the bagged Food Scraps into their Food Scraps side of the Container for Collection. Contractor shall demonstrate that use of plastic bags is allowable pursuant to Section 4.3 of the Agreement. The Collection of Food Scraps placed in plastic bags shall not interfere with Contamination monitoring requirements described in Section 4.8 of this Agreement.

3. Yard Trimmings Collection

Contractor shall Collect Yard Trimmings placed in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Yard Trimmings to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

Containers: Carts

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

Container Type:	Cart
Container Sizes:	64- or 96-gallon cart (or comparable size approved by the City). <i>{Specialty: Please modify container sizes to match available sizes}</i> Standard Container size is 64-gallon. 96-gallon container shall be made available for no additional charge, upon request by Customer.
Service Frequency:	One (1) time per week on the same day as Recyclable Materials and FoodCycle Collection service.
Service Location:	Curbside.
Acceptable Materials:	Yard Trimmings
Prohibited Materials:	Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
Additional Service:	Single-Family Customers shall receive one (1) Yard Trimmings Cart standard. Contractor shall allow Single-Family Customers to place bundles of Yard Trimmings, not to exceed four (4) feet in length and one (1) foot in diameter, adjacent to the Yard Trimmings Cart for Collection on their regularly-scheduled Collection day at no additional charge to the Customer. <u>Excess Yard Trimmings:</u> Additional Yard Trimmings may be Collected in 32-gallon Customer-owned Carts that are labeled "Yard Trimmings."

Other Requirements: Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out, has Yard Trimmings contained in a plastic bag, or contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

4. Used Motor Oil and Filter Collection

Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed in Contractor-provided jugs and bags from Single-Family Customers and shall Recycle all Used Motor Oil and Filters Collected pursuant to this Agreement at no additional charge to Single Family Customers.

Containers:	Used Motor Oil jugs/Used Motor Oil Filter bags
Container Sizes:	1-gallon oil jugs; and, 1-gallon plastic bags
Service Frequency:	Up to one (1) time per week on the same day as FoodCycle Collection service.
Service Location:	Curbside (adjacent to Recyclable Materials Cart)
Acceptable Materials:	Used Motor Oil and Used Motor Oil Filters
Prohibited Materials:	Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Not applicable

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

Other Requirements: Upon Customer request, Contractor shall provide a Used Motor Oil jug and/or Used Motor Oil plastic filter bag to a Customer on their next regularly scheduled FoodCycle Collection day, at no additional cost to Customer. Upon Collection of Used Motor Oil and/or Used Motor Oil Filter from a Customer, Contractor shall leave a clean and empty Used Motor Oil jug or Used Motor Oil Filter plastic bag adjacent to the Recyclables Cart. If Contractor Collects two (2) Used Motor Oil jugs or Used Motor Oil Filter bags, respectively, Contractor shall leave two (2) empty Used Motor Oil jugs and two (2) empty Used Motor Oil Filter bags.

Contractor shall Recycle the Used Motor Oil and the Used Motor Oil Filter only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil or the Used Motor Oil Filter Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.

In accordance with Exhibit D, Contractor shall notify the City Contract Manager of any contamination which renders the Used Motor Oil and Used Motor Oil Filter unacceptable for Recycling or which requires Disposal as a Hazardous Waste.

Contractor shall keep all Used Motor Oil and Used Motor Oil Filters Collected pursuant to this Agreement segregated from other materials.

Contractor may refuse to Collect Used Motor Oil and/or a Used Motor Oil Filter if it is not contained in an appropriately sized Used Motor Oil jug or Used Motor Oil Filter bag, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection, and also leaves a clean and empty Used Motor Oil jug and Used Motor Oil Filter bag adjacent to the refused Used Motor Oil jug and Used Motor Oil Filter bag set-out. Contractor may refuse to Collect a Used Motor Oil jug which contains liquid other than Used Motor Oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection.

5. Used Cooking Oil Collection

Contractor shall Collect used household cooking oil placed in a Contractor-approved container, such as the original cooking oil container with screw-top lid, from Single-Family Customers. Contractor shall Transport used household cooking oil to the Approved Facility at no additional charge to Single Family Customers.

Containers:	Contractor-approved container
Container Sizes:	Up to two, one gallon containers <i>{Specialty: Please modify container sizes to match available sizes}</i>
Service Frequency:	One (1) time per week on the same day as FoodCycle Collection service.
Service Location:	Curbside (adjacent to Recyclable Materials Cart)
Acceptable Materials:	Used household cooking oil
Prohibited Materials:	Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Not applicable

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

Other Requirements: In the event the used household cooking oil Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.

Contractor shall notify the City Contract Manager of any contamination which renders the used household cooking oil unacceptable for Recycling or which requires Disposal as a Hazardous Waste.

Contractor shall keep all used household cooking oil Collected pursuant to this Agreement segregated from other materials.

Contractor may refuse to Collect used household cooking oil if it is not contained in an approved container or contains liquid other than used household cooking oil, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

6. On-Call Bulky Item/Reusable Materials Collection

Upon Customer request, Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers as provided in Section 4.6. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers up to two (2) times per year at no additional charge, and within five (5) Working Days of Contractor's receipt of such a Customer request for service. Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer.

{Specialty: This section will be modified as necessary to provide for reusable materials collection as requested in the RFP.}

Containers: Not applicable

Service Level: Up to two (2) cubic yards of Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste; AND, up to Two (2) Bulky Items at no additional charge;
Unlimited On-call Collection of Bulky Items at per-item Rates approved by the City

Service Frequency: Up to two (2) appointments per year at no additional charge

Service Location: Curbside.

Acceptable Materials: Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste.

Prohibited Materials: Food Scraps, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds two hundred (200) lbs. in weight.

Additional Service: Contractor shall provide additional Bulky Item/Reusable Materials Collections to Single-Family Customers, beyond two (2) per year, and shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer), and may charge the appropriate Rates approved by the City for such additional service.

Other Requirements: Contractor shall provide the service to the Customer upon Customer's requested

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

service date that is a regular service day for that Customer, as mutually agreed upon by the Customer and Contractor. Contractor shall not Dispose of materials Collected through the on-call Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. Contractor shall maintain On-Call Bulky Item and Reusable Materials Collection records in accordance with Exhibit D.

7. Christmas Tree Collection

The first weekday following December 25, Contractor shall Collect Christmas trees placed at the curb for Collection from Single-Family Customers. Contractor shall provide this service as part of regular Yard Trimmings Collection upon presentation at the curb on Customer's regularly scheduled Collection day. Contractor shall Transport all Collected Christmas trees to the Approved Facility. Christmas trees must be cut into sections no longer than four (4) feet in length, and have decorations, light strings, and stands removed. Christmas Trees that contain tinsel, lights, or other decorations, or are attached to a tree stand are not required to be Collected; however, Contractor shall affix a Non-Collection Notice to the tree informing the Customer of the reason(s) for non-collection.

Christmas tree Collection services may be performed at any time of year as part of Customer's Yard Trimmings Collection service.

8. Rear-Yard Collection Service

Upon City request, Contractor shall allow for Persons that are elderly or have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside at no extra charge to the Customer if no able-bodied caregiver or family member is in residence.

City will require Customer to obtain a medical certificate from their doctor and submit such medical certificate to Utilities Customer Service Office to determine eligibility for this type of service. Contractor shall commence Collection on the next regularly scheduled collection service day for that Single-Family Customer's route following City's request for service. Contractor shall Collect Discarded Materials from approved Customers at least one time per week, Monday through Friday, at no additional cost.

Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Customer. Contractor may enter onto private property to provide service to City-qualified elderly and disabled Customers in accordance with Section 5.3.D. At a minimum, alternative service is comprised of exiting from the Collection vehicle, moving the Single-Family Customer's Container from its storage place to vehicle for Collection, and returning the Container to its original storage place. Contractor shall in no way interfere with the rear-yard household hazardous waste collection program offered to Customers by the County and the City.

EXHIBIT B2:
MULTI-FAMILY RESIDENTIAL SERVICES

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers at no additional charge with Multi-Family Customer subscription to Solid Waste Collection service, and shall Transport all Recyclable Materials to the Approved Facility.

Containers:	Carts
Container Sizes:	96-gallon (or comparable size Carts approved by the City); and 1-, 2-, 3-, 4-, 5-, and 6-cubic yard Bins. As requested by Customer <i>{Specialty: Please modify container sizes to match available sizes}</i> Standard Container size is 96-gallon. Larger Container sizes shall be made available for no additional charge, upon request by Customer.
Service Frequency:	One (1) time per week on the same day as Yard Trimmings Materials and Solid Waste Collection services)
Service Location:	Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises
Acceptable Materials:	Dual-Stream Recyclable Materials
Prohibited Materials:	Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Contractor shall allow Multi-Family Customers to place unlimited flattened Cardboard in Recyclable Materials Containers, or in dedicated cardboard recycling Bin(s). Charges for cardboard Collection service shall be based on a City-approved Bin rental rate provided quality and quantity standards are met. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to one (1) day per week total service.
Other Requirements:	During annual site visit to all Multi-Family sites (as per Exhibit C), Contractor shall provide to all Multi-Family Dwelling Units Personal Recycling Totes designed to contain Recyclable Materials prior to placement in the Recyclable Materials Container. Personal Recycling Tote specifications shall be approved by the City prior to ordering and distribution. Contractor shall replace Personal Recycling Totes that Multi-Family Customers report lost, stolen, or damaged. Within one (1) week of request by a Multi-Family Customer or the owner or manager of a Multi-Family Residential Premise, Contractor shall provide new Multi-Family Customers moving into Multi-Family Premises with Personal Recycling Totes. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply). A push/pull of Containers up to ten (10) feet from the enclosure/container location to the Collection vehicle will be provided at no additional charge.

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MULTI-FAMILY RESIDENTIAL SERVICES

Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

2. Food Scrap Collection

{Specialty: Language pending review of proposal for MFD food scrap collection.}

3. Yard Trimmings Collection

Contractor shall Collect Yard Trimmings in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers, excluding Multi-Family Customers that have been issued a City-approved waiver due to collection of Yard Trimmings by landscaping contractors that remove material off-site, at no additional charge with Multi-Family Customer subscription to Solid Waste Collection service. Contractor shall Transport all Yard Trimmings to the Approved Facility.

- Containers:** Carts, Bins, Drop Boxes, Compactors
- Container Sizes:** 64-, and 96-gallon (or comparable size Carts approved by the City); and, 1-, 2-, 3-, 4-, 6-, and 7- cubic yard Bins. As requested by Customer.
Standard Container size is 96-gallon. Larger Container sizes shall be made available for no additional charge, upon request by Customer.
{Specialty: Please modify container sizes to match available sizes}
- Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested by the Multi-Family Customer.
- Service Location:** Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises
- Acceptable Materials:** Yard Trimmings
- Prohibited Materials:** Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to one (1) day per week total service.
- Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

Contractor shall make contact with each and every Multi-Family Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement. Contractor shall instruct the Customer to remove the prohibited materials to have the contents of the contaminated Yard Trimmings Materials Container Collected. Contractor may charge the Customer the City-approved Rate for a return trip fee if the Customer elects to have their corrected or contaminated Yard Trimmings Container serviced before the next regular Collection day.

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

4. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor- or Customer-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Approved Facility. Multi-Family Customers shall receive Solid Waste Collection service at the City-approved Rate.

Containers:	Carts, Bins, Drop Boxes, Compactors
Container Sizes:	1-, 2-, 3-, 4- and 6-cubic yard Bins; 2- and 3- cubic yard Bin Compactors; and 8 , 15-, 20-, 30-, 34 35-, and 40-cubic yard Drop Boxes or Compactors as requested by Customer. <i>{Specialty: Please modify container sizes to match available sizes}</i>
Service Frequency:	Up to three (3) times per week but not less than one (1) time per week, as requested by Customer.
Service Location:	Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises
Acceptable Materials:	Solid Waste
Prohibited Materials:	Recyclable Materials, Organic Materials, Excluded Waste
Additional Service:	Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the City-approved return trip fee. Such additional picks ups can be scheduled equating to up to three (3) days per week total service. Contractor may increase Solid Waste service levels for Multi-Family Customers that request more than three (3) return trip pickups per year.
Other Requirements:	Contractor shall open and close gates, push and/or pull Containers that are up to three (3) cubic yards in size, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply). A push/pull of Containers up to ten (10) feet from the enclosure/Container

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

5. Bulky Item/Reusable Materials Collection

{Specialty: MFD Bulky Item Collection language pending City review of proposal}

6. Christmas Tree Collection

Beginning the first full week following Christmas of each year and continuing for the number of weeks specified by City, Contractor shall provide Christmas tree Collection service to Multi-Family Customers. Such Christmas tree Collection service shall be offered on dates agreed upon by the Contractor and each Multi-Family property owner or manager. Contractor shall offer each Multi-Family property owner or manager, at a minimum, the option to receive Christmas tree Collection service in:

1. Bins or Drop Boxes, which Contractor shall provide for such service;
2. Un-containerized Christmas tree Collection Service Curbside; or,
3. Designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property owner or manager.

In accordance with Exhibit C, Contractor shall mail letters to all Multi-family properties to notify Multi-Family Customers of Christmas Tree Collection service and work with properties that need assistance in determining best location for their residents to place the trees for collection.

Contractor shall Transport all Collected and properly prepared Christmas trees to the Approved Facility. Christmas trees must be cut into sections no greater than four (4) feet in length. Christmas Trees shall not be Collected if they have tinsel, lights, or other decorations, or are attached to a tree stand; however, Contractor shall affix a non-Collection notice to the tree informing the Customer of the reason(s) for non-collection. Contractor may charge City-approved Rates to return and Collect a previously non-Collected Christmas tree that has been corrected and set out again.

Christmas tree Collection services performed during the timeframe specified by the City shall be provided at no additional cost to the City or the Customer.

**EXHIBIT B3:
COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION
AND DEMOLITION SERVICES**

EXHIBIT B3

COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials to the Approved Facility.

- Containers:** Carts, Bins, Drop Boxes
Commercial Customers may provide their own Containers if such Containers are compatible with Contractor Collection equipment and practices.
- Container Sizes:** 35-, 64-, and 96-gallon (or comparable size Carts approved by the City); 3-, and 6- cubic yard Bins; 7-, 20-, 30-, and 40- cubic yard Drop Boxes; As requested by Customer.
{Specialty: Please modify container sizes to match available sizes}
- Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested by Customer
- Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Recyclable Materials, Corrugated Cardboard
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Up to forty (40) cubic yard equivalent per week of Recyclable Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved rate. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
- Other Requirements:** Contractor shall make contact with City-selected Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency, Contractor shall not be required to make contact with Commercial Customers that are exempted from Recyclable Materials services by the City.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge.

Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains more than ten percent (10%)

EXHIBIT B3

COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES

by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

2. Food Scraps Collection

Contractor shall Collect Food Scraps placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Food Scraps to the Approved Facility.

Containers:	Carts, Bins, Compactors Commercial Customers may provide their own Containers if such Containers are compatible with Contractor Collection equipment and practices.
Container Sizes:	35-, (or comparable size Carts approved by the City); 1-, 2-, 3-cubic yard Bins; as requested by Customer. <i>{Specialty: Please modify container sizes to match available sizes}</i>
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
Service Location:	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface. Collection crews are not required to push Food Scraps Bins that are greater than one (1) cubic yard in size.
Acceptable Materials:	Food Scraps
Prohibited Materials:	Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste
Additional Service:	Up to fifteen (15) cubic yards per week of Organic Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved rate. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week of total service
Other Requirements:	Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). For Containers that are one (1) cubic yard or smaller in size, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return). Contractor may refuse to Collect a Food Scraps Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the

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applicable procedures specified in that section.

3. Yard Trimmings Collection

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Yard Trimmings to the Approved Facility unless the Customer has received a City-approved waiver due to collection of Yard Trimmings by landscaping contractors that remove material the off-site.

Containers:	Carts, Bins, Compactors Commercial Customers may provide their own Containers if such Containers are compatible with Contractor Collection equipment and Collection practices.
Container Sizes:	64-, and 96-gallon (or comparable size Carts approved by the City); 1-, 2-, 3-, and 4-cubic yard Bins; and, As requested by Customer. <i>{Specialty: Please modify container sizes to match available sizes}</i>
Service Frequency:	Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.
Service Location:	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
Acceptable Materials:	Yard Trimmings
Prohibited Materials:	Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
Additional Service:	Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved rate. Contractor shall provide Organic Materials Collection at Service Levels greater than ninety-six (96) gallons per week to Commercial Customers upon request, using additional ninety-six (96) gallon Carts, or Bins as requested, and may charge the appropriate Rate approved by the City. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service
Other Requirements:	Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste. Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). A push/pull of Containers

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up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

4. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Approved Facility.

Containers: Carts, Bins, Drop Boxes, Compactors.

Container Sizes: 64-, and 96-gallon (or comparable size Carts approved by the City); 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, cubic yard Bin Compactors, and, 7-, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors
As requested by Customer.

{Specialty: Please modify container sizes to match available sizes}

Service Frequency: Up to three (3) times per week but not less than one (1) time per week, as requested by Customer.

Service Location: Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Materials, Excluded Waste

Additional Service: Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service

Other Requirements: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

5. Commercial Container Sharing

In special circumstances, for Customers with significant space limitations and in the absence of other alternatives for Container size and/or service frequency, City Contract Manager may permit Commercial Customers to share Discarded Materials service with other geographically proximate Commercial

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Customers. Such shared service shall be performed and billed, as if it were being provided to a single Customer, however Contractor shall require all Customers sharing a single service account to identify a “Primary Responsible Party” which will serve as the singular point of contact for communication and billing from Contractor and the City, along with a list of all addresses with which the Primary Responsible Party will share service. Additionally, Commercial Customers that are permitted to share Discarded Materials Containers must submit a “tenant use agreement” to the City Contract Manager documenting their agreement to, and compliance with applicable Commercial Container sharing requirements of the Municipal Code 19.38.030. In accordance with Exhibit D, Contractor shall on a quarterly basis describe trends and/or concerns related to Commercial Customer Container sharing service.

6. Construction & Demolition Material Collection

- A. **General.** Contractor shall Collect C&D from Customers that directly subscribe to its Collection services. Contractor shall charge Customers for C&D Collection services at City-Approved Rates.
- B. **Acceptable Material.** Contractor may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be mixed materials delivered to an Approved Facility for C&D Recycling; Source Separated C&D materials Collected for Recycling; and/or Source Separated Salvageable Materials Collected for salvage and Reuse. C&D may contain only de minimis amounts of Solid Waste generated at the Approved C&D Collection Sites. Contractor may Transport Source Separated Recyclable Materials, such as cardboard and metals, and Yard Trimmings, from the Approved C&D Collection Sites, if the materials result from the construction, remodeling, repair, or demolition work at the Approved C&D Collection Sites.
- C. **Transport and Processing.** Contractor shall Deliver C&D to the Approved Facility for Processing on-site and/or for transfer to a third-party for Processing. Contractor shall deliver Source Separated Salvageable Materials to the Approved Facility for Reuse through donation or sale of materials.
- D. **Container Types and Collection Frequency.** Contractor shall offer Customers various size Bins and Roll-Off Boxes for Collection of C&D, subject to review and approval by the City Contract Manager. C&D Containers shall conform to all requirements of Sections 4.8 and 5.6 of this Agreement. Contractor shall Collect C&D Materials within one (1) Working Day of an initial Customer request, and at an ongoing frequency agreed upon with the individual Customer. Contractor shall provide requested Collection of C&D Materials within two (2) Working Days of a Customer request for a one-time Collection.

E. **Education Information.**

Contractor shall provide Customers with educational information on best practices for C&D Recycling and Reuse and proper separation of materials for Collection. Contractor shall label or install signs on Bins and Roll-Off Boxes identifying allowable and non-allowable materials for Collection in the C&D Containers. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Signs shall be affixed to the front and both sides of each Bin and Roll-Off Box.

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{Specialty: City may elect to add material separation requirements for C&D Customers in addition to the source separation done at SMarT. The final decision may affect the language above.}

- F. **Record Keeping and Reporting.** Contractor shall submit C&D Tonnage information and other data pursuant to Exhibit D of the Agreement.

EXHIBIT B4: CITY SERVICES

EXHIBIT B4 CITY SERVICES

1. City Facilities

Contractor shall Collect Recyclable Materials, Yard Trimmings, Food Scraps, and Solid Waste from City facilities (including parks and schools) in the same manner as those services are provided to Commercial Customers. Contractor shall provide designated personnel in accordance with Section 5.7.E of this Agreement. Contractor shall provide service to all existing City facilities identified in Exhibit B5 as well as any future City facilities established after the Commencement Date. Contractor shall provide these services at no additional cost to the City. City facility service as described by this Section shall include unlimited Drop Box Collection service, and periodic Bulky Item Collection. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty and return Drop Boxes within twenty-four (24) hours of City request. Contractor shall remove and not return Drop-Boxes within twenty-four (24) hour of City request.

City and Contractor shall cooperate to select strategic locations for the Containers placed at each location, in order to maximize participation while siting Containers to enhance operational efficiency in Collections. Contractor shall Collect full or overflowing Containers within twenty-four (24) hours of notification by City Contract Manager.

2. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from City facilities, as described in Exhibit B5.

Containers:	Carts, Bins
Container Sizes:	96-gallon (or comparable size Carts approved by the City); and 1-, 2-, 3-, 4-, 5-, and 6-cubic yard Bins. As requested by Customer <i>{Specialty: Please modify container sizes to match available sizes}</i> Standard Container size is 96-gallon. Larger Container sizes shall be made available for no additional charge, upon request by Customer.
Service Frequency:	One (1) or more times per week depending on location and quantity of material.
Service Location:	Curbside or other City-designated service location at the City facility Premises
Acceptable Materials:	Dual-Stream Recyclable Materials
Prohibited Materials:	Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Contractor shall allow City Customers to place unlimited flattened Cardboard in Recyclable Materials Containers, or in dedicated cardboard recycling Bin(s).
Other Requirements:	<p>Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply). A push/pull of Containers up to ten (10) feet from the enclosure/container location to the Collection vehicle will be provided at no additional charge.</p> <p>Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor leaves a Non-</p>

EXHIBIT B4 CITY SERVICES

Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

Special Recycling Collection. Contractor shall provide Containers and Recycling service to City facilities and schools, as identified in Exhibit B5, during special clean-outs or end of school year activities (Clean Slate Program) at no charge. City shall contact schools and City facilities in April or May of each year to notify staff of the Clean Slate Program. Schools and City facilities shall contact Specialty to indicate the number of Containers requested for Recycling and/or Solid Waste service and shall indicate how long such Containers will be needed (not to exceed 3 weeks).

3. Yard Trimmings Collection at City Facilities, Parks, and Schools

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from City Customers at no additional charge and shall Transport all Yard Trimmings to the Approved Facility.

{Specialty: This would be a new service; language will be modified as necessary based on your proposal.}

Containers:	Carts, Bins, Compactors
Container Sizes:	64-, and 96-gallon (or comparable size Carts approved by the City); 1-, 2-, 3-, and 4-cubic yard Bins; and, As requested by Customer. <i>{Specialty: Please modify container sizes to match available sizes}</i>
Service Frequency:	Up to five (5) times per week but not less than one (1) time per week, as requested by City.
Service Location:	Curbside or other City-selected service location at the City Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
Acceptable Materials:	Yard Trimmings
Prohibited Materials:	Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
Additional Service:	Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to City Customers.
Other Requirements:	Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return). Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains more than ten percent (10%) by

EXHIBIT B4 CITY SERVICES

volume of prohibited materials, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.3 of this Agreement, and follows the applicable procedures specified in that section.

4. Public Litter Container Service

With the exception of Public Litter Containers that are the responsibility of CalTrans or City Parks staff, Contractor shall provide Collection and Transportation service to all Public Litter Containers in place or placed by the City on sidewalks, at bus stops, and other City properties at set forth in Exhibit B5 during the Term of this Agreement. Frequency of Collection shall be designated by the City, at least three (3) times per week per Public Litter Container, and may be more frequent if requested by City. Contractor shall report all instances to City of plastic liners inside the Public Litter Containers that are damaged or missing. Contractor shall pick up litter located in and around Public Litter Containers that are not located in City Parks. In the event that Public Litter Containers are designed and able to separately contain Source Separated Recyclable Materials and/or Source Separated Organic Materials, Contractor shall not commingle such materials with Solid Waste during Collection and Transport.

5. Planning Assistance Services

Promptly upon City request, Contractor shall assist City in reviewing plans for proposed developments and Customer-owned or leased waste receptacles and accessories in the City with regard to the type of Discarded Materials Collection infrastructure considerations that plans should provide, including, but not limited, to Collection vehicle accessibility and Discarded Materials service level, and related space considerations.

6. On-call Clean Up Service

In addition to the services to be provided in accordance with Section 1 of this Exhibit B4, and Section ____ of the Agreement, Contractor shall provide on-call clean-up service, and upon City request, will provide such clean-up capacity in the form of temporary Drop Box service for community events, spring clean-up events, or any other arrangement deemed appropriate by the City Contract Manager.

Contractor shall, in response to a written request from the City Contract Manager, deliver to and Collect Drop Boxes from locations not designated as City facilities, as directed by the City Contract Manager. The City Contract Manager's request to Contractor shall specify the date of delivery and Collection of the Drop Box Containers, the location(s) for delivery, and the number of and size of the Drop Box Containers to be delivered. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty and return Drop Boxes within twenty-four (24) hours of City request. Contractor shall remove and not return Drop-Boxes within twenty-four (24) hour of City request.

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**EXHIBIT B5:
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND
SPECIAL EVENTS**

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Contractor shall collect Recyclable Materials, Food Scraps, Yard Trimmings, and Solid Waste from City facilities (including parks and schools) in the same manner as those services are provided to Commercial Customers. To the extent practical, Contractor shall not be required to enter City facilities to Collect Discarded Materials. City personnel shall be directed to place City facility Discarded Materials Containers outside for Contractor to Collect and Transport to the Approved Facility. Contractor shall provide service to all City facilities, present and future, at no additional cost to the City. The list of City facilities, parks, and schools to receive service is below. Locations and service levels may change. To the extent that Contractor's total weekly cubic yards of City facility service, including through added Food Scraps Collection, exceeds one hundred and ten percent (110%) of the total weekly cubic yards of City facility service shown in this Exhibit B5, Contractor may charge City the applicable authorized Commercial Rate for the additional increment of service.

City Facilities

FACILITY NAME	ADDRESS	SERVICE LEVEL/FREQUENCY SOLID WASTE	SERVICE LEVEL/FREQUENCY RECYCLING	SERVICE LEVEL/FREQUENCY FOOD SCRAPS	SERVICE LEVEL/FREQUENCY YARD TRIMMINGS
City Hall	456 W. Olive Ave.				
City Hall Annex	650 W. Olive Ave.				
Columbia Neighborhood Center	739 Morse Ave.				
Community Center	550 E. Remington Dr.				
Corporation Yard	221 Commercial Ave.				
Fire Station #1	171 N. Mathilda Ave.				
Fire Station #2	795 E. Arques Ave.				
Fire Station #3	910 Ticonderoga Dr.				
Fire Station #4	996 Wolfe Rd.				
Fire Station #5	1210 Bordeaux				
Fire Station #6	1282 N. Lawrence Station Rd.				
Nova Job Training Office	505 W. Olive Ave., Suites 300, 500, 600, 700				
Public Safety Headquarters	700 All America Way				
Sunken Gardens Golf Course	1010 S. Wolfe Rd.				
Sunnyvale Chamber of Commerce	260 S Sunnyvale Ave.				
Sunnyvale Golf Course	605 Macara Ave.				
Sunnyvale Library	665 W. Olive Ave.				
Sunnyvale SeniorCenter	550 E. Remington Ave.				
Tennis Center	800 Russet Dr.				
Water Pollution Control Plant	1444 Borregas Ave.				

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Parks

FACILITY NAME	ADDRESS	SERVICE LEVEL/FREQUENCY SOLID WASTE	SERVICE LEVEL/FREQUENCY RECYCLING	SERVICE LEVEL/FREQUENCY FOOD SCRAPS	SERVICE LEVEL/FREQUENCY YARD TRIMMINGS
Baylands Park	999 E. Caribbean Dr.				
Braly Park	704 Daffodil Ct.				
Cannery Park	900 W. California Ave.				
Columbia Park	801 Morse Ave.				
De Anza Park	1150 Lime Dr.				
Encinal Park	445 N. Macara Ave.				
Fair Oaks Park	540 Fair Oaks Ave.				
Fairwood Park	1255 Sandia Ave.				
Lakewood Park	834 Lakechime Dr.				
Las Palmas Park	850 Russet Dr.				
Macara Park	445 Macara Ave.				
Mango Park	1080 Mango Ave.				
Murphy Park	236 N. Sunnyvale Ave.				
Murphy Park/Museum	230 E. California Ave.				
Orchard Gardens Park	238 Garner Dr.				
Ortega Park	636 Harrow Way				
Panama Park	755 Dartshire Way				
Ponderosa Park	811 Henderson Ave.				
Raynor Park	1565 Quail Ave.				
San Antonio Park	1026 Astoria Dr.				
Seven Seas Park	1010 Morse Ave.				
Serra Park	730 The Dalles Ave.				
Swim Center Washington Park	840 W. Washington Ave.				
Washington Park	840 W. Washington Ave.				

EXHIBIT B5

CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Schools

FACILITY NAME	ADDRESS	SERVICE LEVEL/FREQUENCY SOLID WASTE	SERVICE LEVEL/FREQUENCY RECYCLING	SERVICE LEVEL/FREQUENCY FOOD SCRAPS	SERVICE LEVEL/FREQUENCY YARD TRIMMINGS
Appleseed Montessori School	1302 Warner Ave.				
Braly Elementary School	675 Gail Ave.				
California Young World	1110 Fairwood Ave.				
Caring Hearts	645 W Fremont Ave.				
Challenger School	1185 Hollenbeck Ave.				
Cherry Chase Elementary School	1138 Heatherstone Wy				
Columbia Middle School	707 Morse Ave				
Culturelinks, Inc.	1055 Sunnyvale-Saratoga Rd.				
Cumberland Elementary School	824 Cumberland Dr.				
Early Horizons Preschool	1510 Lewiston Dr.				
Ellis Elementary School	550 E Olive Ave.				
Green Mountain Education	420 S Pastoria				
Hebrew Day School/Bar Yochai	1030 Astoria Dr.				
Jarvis E. Bishop Elementary School	450 N. Sunnyvale Ave.				
King's Academy	562 Britton Ave.				
Kirin Partners LLC	1110 Sunnyvale-Saratoga Rd.				
Lakewood Elementary School	750 Lakechime Dr.				
May Chen	730 E Homestead Rd.				
Peterson Middle School	1380 Rosalia Ave.				
Ponderosa Elementary School	804 Ponderosa Ave.				
Prodigy Child Development Ctr.	1155 E Arques Ave.				
San Miguel Elementary School	777 San Miguel Ave.				
Santa Clara Unified School Dst.	1095 Dunford Wy				
Small World Academy	878 Lakewood Dr.				
Stratford School - Sunnyvale Washington Presc	820 W Mc Kinley Ave.				
Stratford School Sunnyvale De Anza Preschool	1196 Lime Dr.				
Stratford School Sunnyvale Raynor Middle Scho	1500 Partridge Ave.				
Summit Denali Public School	539 E Weddell Dr.				
Sunnyvale Childcare Center Inc.	853 Gary Ave.				
Sunnyvale Middle School	1050 Mango Ave.				
Sunnyvale School District	825 W Iowa Ave.				
Triumphant Learning Center	420 Carroll St.				
Tulip Kids, Inc.	1159 Willow Ave				
Vargas Elementary School	1054 Carson				

EXHIBIT B5
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Public Litter Containers

[illegible]

**EXHIBIT C:
PUBLIC EDUCATION AND OUTREACH
REQUIREMENTS**

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

1. General Administration

The City places the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of source reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

1. Prior to the Commencement Date and by October 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual outreach plan to promote the programs performed by Contractor under this Agreement. Each outreach plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 3 of this Exhibit C) will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Contract Manager shall be allowed up to thirty (30) calendar days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.
2. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Manager shall meet up to one (1) time per quarter to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
3. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio television, electronic/ social media, and events to notify Customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be developed and distributed. Contractor shall submit all draft public education materials to City Contract Manager for review and approval at least 45 days prior to when they are needed for distribution.
4. When developing outreach, educational and promotional materials, Contractor shall work with the City to understand goals and objectives, ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. All outreach and educational materials shall be

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

thematically branded with consistent color, font, look and feel; produced in, at a minimum, English, Spanish and Mandarin when appropriate; and photo-oriented to appeal to varied language and literacy levels. Materials shall also be made available in digital form, and shall be printed double-sided on 100% recycled and recyclable paper. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft shall be provided to the City for a final review. The draft shall then be sent for printing and distribution.

5. Contractor shall develop and utilize Non-Collection Notices and Courtesy Notices in clear instances of Customer non-compliance. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive Non-Collection Notices and Courtesy Notices during Collection of materials. *{Note to Proposers: This section may be revised as needed to reflect Contractor's proposed approach to non-Collection and courtesy noticing.}*
6. Contractor shall develop and maintain a website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download, highlight program successes and provide Diversion statistics.

2. Public Education and Outreach Team

To best achieve the highest possible level of public education and awareness, Contractor has proposed to employ full-time equivalent staff members *{Proposer to insert number of proposed public education staff}* to coordinate and implement all public education and outreach activities as well as technical assistance in the field required by this Agreement. The public education and outreach staff shall, at a minimum, perform the following tasks:

1. Work to develop partnerships with and incorporate City program and educational activities into Contractor activities, and vice versa;
2. Prepare proposals and presentations to City entities;
3. Participate and represent Contractor in community activities;
4. Oversee Customer satisfaction of all program services, as described in Exhibit B to the Agreement;
5. Coordinate and produce the annual education and outreach plan required by Section 1 of this Exhibit C to the Agreement;
6. Coordinate implementation of the annual public education plan;
7. Perform annual visits to identify the service needs of every Customer, other than Single-Family Customers, by conducting "Diversion opportunity assessments" of Customer locations and facilities;
8. Manage follow-up Diversion opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review;
9. Provide all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and Diversion activities.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

10. Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each Commercial and Multi-Family Customer who will serve as a primary contact and advocate for Diversion programs within the Customer's organization;
11. Assist in planning service needs for special events and large venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,
12. Create and distribute reports as required under this Agreement and/or requested by Agency Contract Manager.

3. Annual Budget

In addition to staffing expenses, Contractor shall spend, for the public education and outreach services described in this Exhibit C, no less than two hundred thousand dollars (\$200,000) in Rate Period One. *{Note to Proposers: This amount may be revised during negotiations, following the selection of the final service package.}* The Rate Period One budget shall be adjusted annually thereafter by the same percentage used to adjust Rates pursuant to Exhibit E. Annually, Contractor shall provide to the City Contract Manager for review and approval a detailed description of how such budget will be spent as part of the annual public education plan to be developed in accordance with Section 1 of this Exhibit C. At the conclusion of each Rate Period, any unused funds shall be transferred to the City. Contractor shall be prohibited from expending such funds without the prior written approval of the City Contract Manager. Any expenditures not approved by the City in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

4. Sector-Specific Activities

The following tables present the public education and outreach activities to be performed by Contractor each Rate Period as minimum requirements under this Agreement, as proposed by Contractor in Contractor's Proposal. Each Customer Type faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall use the City's targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type. *{Note to Proposers: The following tables are presented as an EXAMPLE ONLY, and will be replaced by Contractor's proposed Public Education and Outreach Plan, which will be submitted as part of Contractor's Proposal.}*

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | All Sectors - EXAMPLE

All printed materials also to be posted to the Company's website.

The following general public education and outreach materials shall each be produced for the benefit of all Customer types that receive Collection service from the Contractor.

Activity	Description	Distribution/Frequency
Newspaper Advertisements	Prepare and distribute newspaper advertisements that identify holiday collection schedule for Thanksgiving, Christmas and New Years as well as a Spring/Fall advertisement that explains all upcoming events during that time period.	One (1) ad in November for Thanksgiving schedule and two (2) ads in December for Christmas/New Years schedule. One ad in spring and one ad in fall for the Spring/Fall events.
Truck-Side Advertising	Contractor shall, on a quarterly basis and based on City developed campaign, implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Each campaign should be coordinated, in terms of both message and timing, with City. Contractor shall produce and install truck-side signage for each side of each vehicle it operates in performing services under this Agreement.	Quarterly.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Single-Family & Townhouse Education and Outreach Activities - EXAMPLE

All printed materials also to be posted to the Company's website.

Activity	Description	Distribution/Frequency
HOA Visits	Visit homeowner associations to promote and explain the Recycling programs included in this Agreement.	At City Contract Manager or Customer request.
Corrective Action Notices	Produce a Single-Family Customer oriented Non-Collection Notice, and Courtesy Notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers. Content to be discussed with City prior to production and reviewed after developed and before printing.	As needed.
Holiday Collection Schedule Notification postcard	Provide written notification to all Single-Family Customers advertising holiday collection schedule changes. The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) calendar days prior to event via direct mail.
Website	Contractor shall continue to provide a "Single-Family Customer" section of its website where it will present Customers with "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Single-Family Customers with links to click on for additional resources. All other Single-Family educational materials shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Single-Family Customers within the City.	At least thirty (30) calendar days prior to Commencement Date. Updated no less than quarterly.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Multi-Family Education and Outreach Activities - EXAMPLE

All printed materials also to be posted to the Company's website.

Description	Purpose	Distribution/Frequency

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Assessments	<p>Starting in August 2021, each Multi-Family Premises will be sent a letter from the Contractor informing them of the requirements of SB 1383 and be given a timeline for implementation. Contractor will begin contacting and meeting with each and every Multi-Family Premises starting in October of 2021 to ensure all complexes have begun the process of implementing Organic Material Collection prior to February 2022. The content of the letter shall be reviewed by City prior to being sent.</p> <p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family complex and meet with the property manager or owner of Multi-Family Premises to promote Recyclable and Organic Materials Collection and replenish Move-in Kits as needed by each Multi-Family Premises.</p> <p>During initial in-person meeting to assist with SB 1383 Organic Material Collection implementation and then annually thereafter as needed, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, contamination prevention, and service level or frequency modification. During the visits, outreach material will be made available to Manager. Finally, Contractor shall coordinate with customer service and operations to implement service level changes, as needed.</p> <p>Further, Contractor shall enter data in the City's customer tracking database on a monthly basis that documents Customers targeted monthly, the existing service levels, recommendations made, and the outcome of technical assistance provided.</p>	<p>Contact by letter, then in person each and every Multi-Family complex to inform and assist with Organic Material Collection implantation at least once. Provide outreach material specific to SB 1383.</p> <p>Thereafter, offer in-person meetings to each and every Multi-Family complex conducted one (1) time per year, plus follow-up meetings with individual property manager, as needed. Outreach materials for food scraps, recycling and yard trimmings collection will be given to Manager at these annual site visit.</p>

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Move-In Kits	Distribute Move-in Kits for property managers and owners of Multi-Family Premises to provide new tenants. Move-in Kits shall include, at a minimum, a Multi-Family Recycling guide, a move in/move out guide and an In-Home Recycling tote that clearly define the accepted and prohibited materials in the Recycling program. Move-In Kit materials will be developed by the City and digital copies provided to Contractor to print. In-Home Recycling tote will be developed and purchased by Contractor with content approved by City.	Distributed during Diversion opportunity assessments.
Workshops at HOA meetings	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for Customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.	At Customer's request.
Christmas Tree Collection Notification and collection coordination with Multi-Family property managers	Provide written notification to each Multi-Family property manager/owner advertising the availability of Christmas tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options (Drop Boxes, loose piles) and set-out requirements for the program. Work with Multi-Family property managers to determine appropriate set-out location for collection.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.
Website	Contractor shall continue to provide a "Multi-Family Customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Multi-Family Customers with links to click on for additional resources. All other Multi-Family educational materials shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Multi-Family Customers within the City. The website shall also provide property managers of Multi-Family Premises with an opportunity to request "Diversion opportunity assessments" or additional Move-in Kits.	At least thirty (30) calendar days prior to Commencement Date. Updated no less than quarterly.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Commercial Education and Outreach Activities - EXAMPLE

All printed materials also to be posted to the Company's website.

Description	Purpose	Distribution/Frequency
Recycling Guide	Distribute a "Recycling guide" specific to Commercial Customers. This guide will be produced by the City and includes information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial programs described in Exhibit B3. A section of the guide addresses proper methods of handling and Disposal of Hazardous Wastes. Digital copies made available to Contractor for printing.	Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Distribute a "how-to" brochure explaining the Recycling Materials Collection programs for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses). Flyer will be developed by City and digital copies provided to Contractor for printing.	Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Distribute a flyer describing the Organic Materials Collection services available and how to prepare Organic Materials for Collection for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses). Flyer will be developed by City and digital copies provided to Contractor for printing.	Distributed during Diversion opportunity assessments.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Waste Assessments	<p>Starting in August 2021, each business that meets the SB 1383 requirements (2cy threshold) will be sent a letter from the Contractor informing them of the requirements of SB 1383 and be given a timeline for implementation of organics collection program. Contractor will begin contacting and meeting with each and every business starting in October of 2021 to ensure all required sites have begun the process of implementing Organic Material Collection prior to February 2022. The content of the letter shall be reviewed by City prior to being sent.</p> <p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer to promote Recyclable and Organic Materials Collection and replenish Recycling guides and Recycling and Organics posters as needed by each Customer.</p> <p>During initial in-person meeting to assist with SB 1383 Organic Material Collection implementation and then annually thereafter as needed, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, contamination prevention, and service level or frequency modification. Finally, Contractor shall coordinate with customer service and operations to implement service level changes, as needed.</p> <p>Further, Contractor shall enter data in the City's customer tracking database on a monthly basis documenting Customers targeted monthly, the existing service levels, recommendations made, and the outcome of technical assistance provided.</p>	<p>Contact by letter, then in person each and every business to inform and assist with Organic Material Collection implantation. Meet up to two times before February 22 and if not compliant, issue non-compliance notice on or after February 22, 2022.</p> <p>Annually thereafter, offer one (1) time during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.</p>
Recycling and Organics Posters	Distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program. Posters will be developed by City and digital copies provided to Contractor to print and laminate.	Distributed during Diversion opportunity assessments.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Corrective Action Notices	Produce a Commercial and Multi-Family Customer oriented corrective action notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers. City to approve all content of notice prior to printing.	As needed.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Schools - EXAMPLE

All printed materials also to be posted to the Company's website as well as links to teacher resources.

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Assessment	Offer on-going technical assistance to schools subscribing to Contractor's services, including performing annual waste assessments, calculating Diversion rates, determining if there is adequate space for additional food scraps, yard trimmings or recycling containers in enclosures, recommending size and frequency of service for new containers to schools and communicating the results to the City to improve existing school Recycling and Organics programs.	Offered to schools Upon Request.
Recycling Truck visits during school presentations	Provide a recycling truck at schools during presentations given by City.	At City Request.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Special Events

All printed materials also to be posted to the Company's website as well as links to teacher resources.

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall assist City when requested, to staff an exhibit booth and distribute promotional and educational materials at special events.	All special events listed in this Agreement. Other events at Customer request.
Event Collection Stations	Develop signage for Event Collection Stations that will be inserted into sign holders on top of each container and the front of each container that provides information about what can be recycled. City to approve content before printing.	Used at each event.

EXHIBIT D: REPORTING REQUIREMENTS

EXHIBIT D

REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set Rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and Complaints.
6. Determine Customer compliance with AB 341, AB 1826, SB 1383, and any subsequent State-mandated Recycling requirements.

1. Monthly Report Content

To add

2. Quarterly Report Content

Quarterly reports shall be presented by Contractor to show the following information for each month in the reported quarter: and include a quarterly average. In addition, each quarterly report shall show the past four (4) quarters average for data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly information).

A. Tonnage Report

1. Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Diverted and those that are Disposed.
2. Units of Used Oil, Used Oil Filters, E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
3. Solid Waste Tonnage Disposed.
4. Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
5. Bulky Items and Reusable Materials Tonnage Marketed and Tonnage Disposed from non-Divertible materials and Processing Residue.
6. Monthly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement.

B. Revenue Report

EXHIBIT D

REPORTING REQUIREMENTS

Provide a statement detailing Gross Receipts, separately identifying SB 1383 Fee Eligible Revenues, from all operations conducted or permitted pursuant to this Agreement as required by Section 7.8.

Provide a list of Customers that are forty five (45) or more calendar days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt including date of such attempt(s).

C. Customer Report

1. Number of Customers by Customer Type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.
3. List of all Commercial and Multi-Family Customers with a Solid Waste Service Level equating to four (4) cubic yards of service capacity per week or more. Such list shall include each such Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels, and other information as required by Section 5.12 of the Agreement.
4. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
5. Number of Customers subscribing to each City approved service exemption by Customer Type.

D. City Services Report

1. City facility Diversion rate report (i.e. volume of service by Service Type received by each City Facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
2. Summary report on the programs offered to City as described in Exhibit B4 focused on when each service was provided and any issues/concerns identified.

E. Customer Service Report

1. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.).
2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City to total missed Collections in the other agencies served by Contractor's {General Manager/Regional Manager}.

EXHIBIT D

REPORTING REQUIREMENTS

3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City during the current report period to total missed Collections in the City in past reporting periods.
4. Number of new service requests for each Customer Type and program.
5. Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.). *{Note to Proposers: This definition may be revised as needed to reflect Contractor's proposed approach to non-Collection noticing.}*
6. Number of Courtesy Collections summarized by the reason for leaving a Courtesy Notice (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
7. List of Customers for which Contractor has performed a Courtesy Collection, including the Customer address, and material type for which the Courtesy Collection was performed.
8. Number of hits and unique visitors to the Contractor's website.
9. Instances and amounts of Missed Collection Rebates, and Late Container Delivery Rebates paid in accordance with Section 5.13 of the Agreement.

F. Education and Outreach Report

1. Provide a status report of Contractor's actual activities completed and budget expended compared to the annual public education plan and budget. For each completed item, document the results including what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan.
2. Summarize the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
3. Dates, times, and group names of meetings and events attended.

G. Pilot and New Programs Report

For each pilot and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

H. Edible Food Generator Report

Contractor shall provide the total number of Generators classified as Tier One and Tier Two Commercial

EXHIBIT D

REPORTING REQUIREMENTS

Edible Food Generators located within the City.

1. The number of Generators participating in the Edible Food recovery program, as described in Section ____ of the Agreement.

3. Annual Report Content

The annual report shall be the fourth quarterly report, with annual totals, plus the following additional information.

A. Summary Assessment

Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contractor in the State.

B. Vehicle Inventory

Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.

C. Recyclables and Organics Markets

Contractor shall provide a report describing its marketing of Recyclable Materials. The marketing report shall include: 1) quantities of each Accepted Recyclable Material marketed during the prior year; 2) actual prior year and estimated coming year per unit or per ton market values for each; and, 3) brokers, markets, and end uses for each.

D. AB 341 and AB 1826 Compliance

Provide a listing of Commercial Customers subscribing to four (4) or more cubic yards of Solid Waste service per week who do not currently subscribe to Recyclable Materials Collection service from Contractor, and a listing of Commercial Customers subscribing to four (4) or more cubic yards of Solid Waste service per week who do not currently subscribe to Organic Materials Collection service from Contractor.

EXHIBIT E:
DETERMINATION OF PROJECTED ACTUAL COSTS
OF OPERATIONS

EXHIBIT E

DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

1. Corroboration of Actual Costs (Incurrence and Categorization)

- A. Corroboration of actual costs (incurred and categorized).
 - 1. Contractor's financial statement for the most recently completed year will be reviewed to determine Contractor's costs for each of the categories itemized in Section 8.3. City will determine that costs have actually been incurred and have been assigned to the appropriate category.

2. Adjustment of Actual Costs

- A. City may adjust the actual costs in two ways:
 - 1. To exclude any non-allowable costs, set out below; and,
 - 2. To exclude and/or reduce any costs which were not reasonably and necessarily incurred in the performance of the services, in accordance with this Agreement (for example, labor and equipment costs associated with the addition of routes beyond those listed in Exhibit E2 that are not caused by increases in the number of Waste Generators or the volume of solid waste collected unless agreed to in advance in writing by City).
- B. Costs that are non-allowable consist of the following:
 - 1. Payments to directors and/or owners of Contractor unless paid as reasonable compensation for services actually rendered. Compensation paid consistent with that shown on Exhibit E3 Directors / Owners Compensation will be deemed reasonable.
 - 2. Promotional, entertainment and travel expenses, unless authorized in advance by City.
 - 3. Payments to repair damage to property of third parties or City for which Contractor is legally liable.
 - 4. Fines or penalties of any nature.
 - 5. Liquidated damages assessed under Section 6.07 of this Agreement.
 - 6. Federal or state income taxes.
 - 7. Charitable or political donations.
 - 8. Rental or lease charges for collection vehicles unless specifically required by this Agreement and authorized in advance by City.
 - 9. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which City and Contractor are adverse parties, unless Contractor is the prevailing Party in such proceeding.

EXHIBIT E

DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

10. Accounting and/or legal expense related to tax return preparation, succession planning, etc.
 11. Costs relating to the acquisition of Contractor and the subsequent liquidation, dissolution or merger of Contractor or any Affiliate and the assignment of this Agreement, including additional depreciation that results from the revaluation of Contractor's assets for financial or tax accounting purposes, goodwill associated with the acquisition, and acquisition costs.
 12. Payments that relate to the termination of employment, including expenditures for expenses, claims, judgments, settlements, contract buyout payments, and severance payments, of any of the following persons:
 - a. officer,
 - b. shareholder,
 - c. management employee,
 - d. employees who are present spouses, former spouses, siblings, uncles, aunts, cousins, nieces or nephews of present or former officers, shareholders or management employees; and/or,
 - e. agent.
 13. Profit on interest.
- C. The costs resulting from adjustments to exclude non-allowable costs and costs that were not reasonably and necessarily incurred are:
1. Adjusted Allowed Labor-Related Costs (AALII);
 2. Adjusted Allowed Vehicle Related Costs (AAVII);
 3. Adjusted Allowed Other Costs (AAOII);
 4. Adjusted Allowed Net Interest and Depreciation Costs (AANID,11)
- D. Sale or lease of assets. Contractor must sell or lease assets no longer used in City to provide services under this Agreement in an arm's length transactions for no less than fair market value. Parties shall confer in advance of asset sale, and City shall provide direction regarding determination of "fair market value", and the level and type of Contractor effort and documentation required to identify opportunities to sell assets at fair market value. Failure to comply with this requirement may result in Contractor obligation to provide City the full fair market value.

The gain or loss on sold assets will be subtracted from or added to, as the case may be, "Projected Other Costs", and will be based upon the difference between the stated value Contractor previously used for purposes of determining Depreciation Expense as provided in this Exhibit below, and

EXHIBIT E

DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

documentation satisfactory to City on the sale price. The lease revenue payments on solid waste assets will be based upon documentation satisfactory to City.

- E. Fuel vendor payments (11.08). Payments from fuel vendors to Contractor under the fuel contracts described in Section 11.08 approved by City will be added in accordance with the subsection g.
- F. Sum = "Projected Other Costs for Contract Year". The projected insurance costs, franchise fees and loss on sold assets will be added to the calculation of other projected costs and gains on sold assets will be subtracted from the calculation of other projected costs. Lease revenue payments on leased assets will be added to that calculation. The result is "Projected Other Costs for Contract Year" (P014).
- G. Reconciliation plus Projection of Net Interest and Depreciation Expense.
 - 1. Net Interest Expense (reconciled actual) plus projected). Net Interest Expense will be projected for Year Fourteen based on:
 - a. Current debt amortization schedules as they exist at the time of submission of the Request for Calculation of Contractor's Payment plus,
 - b. Projected interest expense on new acquisitions during Years Thirteen and Fourteen.
 - 2. Depreciation Expense (reconciled actual plus projected). Depreciation expense will be calculated for by:
 - a. Dividing the actual purchase price of the assets by the useful operating life of each such asset listed on Contractor's fixed assets schedule at the time of submission of the Request for Calculation of Contractor's Profit, plus,
 - b. Projected depreciation expense on new acquisitions during the previous and current Contract Year.

For purposes of this calculation, assets are deemed to have the following useful lives, if Contractor owned and operated the assets within City in connection with services provided under this Agreement:

<u>Asset</u>	<u>Useful Life</u>
Office equipment (including Computers); repair equipment	5 years
Boom, maintenance container and pickup trucks	7 years
All other rolling stock, bins, containers	10 years

EXHIBIT E

DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

Real property and improvements

30 years

3. Sum = "Projected Net Interest and Depreciation". The sum of projected Net Interest Expense and Projected Depreciation for Year One is "Projected Net Interest and Depreciation for Year One (PNID14).

Examples of the computation described in this subsection are appended as Attachment (4) (Examples Of Reconciliation Plus Projection Of Net Interest And Depreciation Expense For Year One And For Each Year Thereafter).

{Specialty: The above material will be incorporated into an exhibit for the final agreement.}

4. Sum of (1) - (4) = "Projected Annual Costs of Operations" The sum of Projected Labor-Related Costs, Projected Vehicle Related Costs, Projected Other Costs, and Projected Net Interest and Depreciation equal "Projected Annual Costs of Operations for the prior Contract Year" (PAC013)

3. Escalation/ Projection of Adjusted Allowed Costs.

A. Adjusted Allowed Labor-Related Costs:

1. Escalation of Labor-Related Cost: (#9240 San Francisco/Oakland/Hayward Consumer Price Index Urban Wage Earners and Clerical Workers Index) = "Projected Labor-Related Costs"
2. Projected Workers Compensation and Employee Health Insurance (quotes, etc.)

B. Escalation of Adjusted Allowed Vehicle-Related Costs= "Projected Vehicle-Related Costs"

1. Escalation of Fuel
 - a. Cost of diesel, gas and oil: (#2515 05- 73-02-01 Producer Price Index #2 Diesel Fuel)
 - b. Cost of Compressed Natural Gas (#2515 05-51 Producer Price Index Residential Natural Gas)
 - c. Sum of (a) and (b).
2. Escalation of other vehicle costs (#9340 Producer Price Index Industrial Commodities)
3. Sum= "Projected Vehicle-Related Costs"
4. Reconciliation of actual/ projected capitalized maintenance costs

C. Escalation and Projection of Other Costs

1. "Projected Other Costs"

EXHIBIT E

DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

- a. Escalated (#9340 Producer Price Index Industrial Commodities)
 - b. Projected insurance costs (quotes etc.)
 - c. Sale or lease of assets
 - d. Franchise fees (7.0IC)
 - e. Sum= "Projected Other Costs"
- D. Reconciliation Plus Projection of Net Interest and Depreciation Expense
- 1. Net Interest Expense (reconciled actual plus projected)
 - 2. Depreciation Expense (reconciled actual plus projected)
 - 3. Sum = ".Projected Net Interest and Depreciation"
- E. Sum of (A) through (D) = Projected Annual Costs of Operations

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EXHIBIT E-1:

ANNUAL COMPENSATION APPLICATION FORMAT

{Specialty: Format for financial statements submitted in conjunction with Request for Calculation of Contractor's Payment}

EXHIBIT E-1
ANNUAL COMPENSATION APPLICATION FORMAT

EXHIBIT E-1
ANNUAL COMPENSATION APPLICATION FORMAT

EXHIBIT E-2: APPROVED ROUTES

{Specialty: Placeholder for approved routes.}

EXHIBIT E-2 APPROVED ROUTES

EXHIBIT E-2 APPROVED ROUTES

EXHIBIT E-3: DIRECTORS/ OWNERS COMPENSATION

{Specialty: Provide new version of Exhibit 8.03 Attachment 1. Final to be inserted here.}

EXHIBIT E-3

DIRECTORS/ OWNERS COMPENSATION

EXHIBIT E-3

DIRECTORS/ OWNERS COMPENSATION

EXHIBIT E-4: VEHICLE LEASE AGREEMENT

{Specialty: Placeholder for lease agreement providing for contractor's lease of vehicles to City.}

EXHIBIT E-4
VEHICLE LEASE AGREEMENT

EXHIBIT E-4
VEHICLE LEASE AGREEMENT

EXHIBIT F: PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

City wishes to establish standards of performance under the Agreement in each of the five (5) “Performance Areas” listed below. The City Contract Manager may monitor Contractor’s performance in each of those areas based on the “Specific Performance Measures” within that performance area. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard established for any “Specific Performance Measure”, the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

1. Performance Area: Service Quality and Reliability

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies.	Less than ten (10) per one thousand (1,000) Service Opportunities	\$300/Event
2.	Failure to Correct Missed Collections	Each “Missed Collection” as defined above which is not Collected by the end of the Working Day following the receipt of the Customer Complaint about the Missed Collection if the Complaint is received by 3:00 p.m. on a Working Day and by the end of the following Working Day for such Complaints received after 3:00 p.m. on a Working Day.	Less than one (1) per one hundred (100) Missed Collections	\$50/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
3.	Failure to Return Empty Container	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright with lids closed.	Less than ten (10) per one thousand (1,000) Service Opportunities	\$50/Event
4.	Failure to Replace Used Oil Recovery Kit	Failure to leave a clean Used Oil Recovery Kit following Collection of a full Used Oil Recovery Kit	Five (5) or less occurrences per quarter	\$200/Kit/Day
5.	Failure to Clean Up Spillage	Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	Less than five (5) per one thousand (1,000) Service Opportunities	Item 1: \$100/Event Item 2: \$300/Event
6.	Damage to Property	Driving onto private property; each event of damage to either public or private property as a result of Collection activity, including without limitation curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	Less than two (2) per one thousand (1,000) Service Opportunities	\$300/Event
7.	Damage to Public Streets	Each event of damage to public streets within the City caused by Contractor, including tire marks.	No acceptable failure level	\$500/event or actual cost of repair to City's satisfaction if above \$500.
8.	Notification of Injury to Member of the Public	Each failure to notify City of injury to a member of the public within two (2) hours of such occurrence.	No acceptable failure level	\$2,000/event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
9.	Failure to Maintain Equipment	Each event of failure to maintain equipment, vehicles, Carts, Bins and other containers in a clean, safe, and sanitary manner, including required cleaning, painting, and labeling of containers.	No acceptable failure level	\$100/Item/Day
10.	Failure to Provide/ Utilize Required Vehicles/Equipment	Failure to provide and utilize required vehicles, and communications equipment as specified in this Agreement.	No acceptable failure level	\$100/Item/Day
11.	Failure to Provide City Required Vehicle Data	Failure to provide City vehicle specifications, purchasing costs, taxes, and insurance for purchased, borrowed and reconditioned vehicles within 30 days of purchase, borrow, or reconditioning.	No acceptable failure level	\$500/event
12.	Unlicensed Vehicle Operator	Failure to have a vehicle operator properly licensed.	No acceptable failure level	\$500/Operator/Day
13.	Failure to Display Contractor's Name	Failure to display and maintain visibility of Contractor's name and customer service phone number on Collection vehicles, Bins and other containers.	No acceptable failure level	\$100/Instance/Day
14.	Failure to Wear Uniform	Failure to have Contractor personnel in proper uniform.	No acceptable failure level	\$100/Person/Day
15.	Discourteous Behavior	For each occurrence of uncourteous behavior of Contractor's employees to a Customer.	None	\$1,000/Event
16.	Failure to Meet Vehicle Noise Requirements	Failure to meet vehicle noise requirements.	No acceptable failure level	\$500/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
17.	Inaccurate Billing; Charging Rates not Approved by City	Each Complaint received where the Contractor billed a Customer in error. Inaccurate billing may include either 1) over- or under-charging of the Customer relative to the approved Rates for services, or 2) charging customer a rate that is not on the City-approved rate schedule.	Item 1: Less than five (5) per one thousand (1,000) bills issued. Item 2: No acceptable level.	Item 1: \$100/Event Item 2: \$500/Event
18.	Failure to Complete Route	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection service Working Day.	No acceptable failure level	\$1,000/Route
19.	Changing Routes	Changing routes without proper notification to the City Contract Manager.	No acceptable failure level	\$500/Route/Day
20.	Overweight Vehicles	Loading Collection vehicles in excess of State or local weight restrictions.	No acceptable failure level	\$150/Event
21.	Uncovered Loads	Failure to properly cover materials in Collection vehicles.	No acceptable failure level	\$500/Event
22.	Failure to Cure in Timely manner	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in Section 10.2.	No acceptable failure level	\$150/Incident/Day
23.	Failure to Perform Other Requirement	Each failure to perform any obligation of the Agreement not specifically stated above.	No acceptable failure level	\$100/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

2. Performance Area: Customer Service

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Route Service and/or Provide Move-in Kits	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the level of service requested by said Customer, within three (3) working days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing service levels. This may also include delivering Used Oil Recovery Kits, Move-in Kits, and PRTs to Customers upon request.	Less than one (1) per one hundred (100) Service Requests	\$300/Event, Plus \$250 Per Day for Each Day Beyond Five (5) Working Days of the Request
2.	Failure to Exchange Container	Any failure by Contractor to exchange Container within seven (7) Working Days of notification that a change in the size or number of Carts or Bins is required.	No acceptable failure level	\$100/Container/Day
3.	Failure to Replace Container	Any failure by Contractor to replace a damaged or defaced Container within the timeline required in Section 5.6.	No acceptable failure level	\$100/Container/Day
4.	Failure to Report and/or Resolve Complaint	Any failure to 1) report customer complaints to City as required, or 2) neglect by Contractor to resolve each Complaint within the time set forth in this Agreement.	Less than one (1) per one hundred (100) Complaints	Item 1: \$150/Event Item 2: \$500/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Failure to Leave Non-Collection Notices	Failure to leave a tag for a customer when containers are not collected due to improper set-out including overflow		
6.	Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is not considered to be answered if the Customer does not speak with a live operator. (A call is considered to be answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.) Any failure to have a Customer service representative answer a phone call within a two (2) minute average for any month and/or for each single caller having to wait more than ten (10) minutes.	Less than five (5) per one thousand (1,000) Calls Received Under this Agreement	\$50/Event
7.	Failure to Maintain Office Hours	Failure to maintain office hours as required by this Agreement.	No acceptable failure level	\$100/Event
8.	Provision of Inaccurate Information	Each event of a Customer Service Representative providing inaccurate information in response to a Customer question or Complaint.	No acceptable failure level	\$50/Event
9.	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	Less than five (5) annually	\$500/Event

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
10.	Failure to Conduct Route Audits	Failure to conduct Route Audits as required by this Agreement.	No acceptable failure level	\$150/Event /Day
11.	Failure to Respond to City Query or Request within Required Timeframe.	Failure to respond to City query or request within the required timeframe as specified in Section 5.7.B.	No acceptable failure level	\$500/Day

3. Performance Area: SB 1383; Diversion

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Achieve Performance Improvement	Failure to meet the minimum Performance Improvement criteria as provided in 5. Requirements. (Calculated per Fiscal Year.)	Achieving 2 of the 3 criteria	Achieving only 1 of 3 criteria = \$10,000.00 per calendar year. Achieving 0 of 3 criteria = \$25,000.00 per calendar year.
2.	Failure to Conduct Route Monitoring and/or Sampling	Failure to conduct route monitoring, lid flipping, and/or container sampling as required by Section 4.8 of this Agreement.	No acceptable failure level	\$5,000/Event
3.	Failure to Properly Apply Contamination Protocol as Provided in Section ____.	Failure to leave City-approved tags for contaminated containers, and to complete required protocol.		
4.	Failure to Change Container Lids and/or Labeling as Required in Section 4.8.3.			

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Failure to Perform Education and Outreach Activities	Each individual failure by Contractor to develop, produce, and distribute public education material or perform community outreach activities in the form and manner required under Exhibit C to this Agreement.	No acceptable failure level	\$500/Activity
6.	Failure to Provide Targeted Technical Assistance	Each individual failure to provide targeted technical assistance to a Commercial or Multi-Family Customer in the manner required under Section 4.10 to this Agreement.	No acceptable failure level	\$50/Customer

4. Performance Area: Facilities

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than an Approved Facility.	No acceptable failure level	\$5,000/load
2.	Mixing Materials During Collection	Each individual Container that is Collected by Contractor in a vehicle or vehicle compartment intended or designated for the purpose of Collecting a different material type (e.g. Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in the Food Scraps compartment of a FoodCycle vehicle, etc.)	No acceptable failure level	\$1,000/Container

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

5. Performance Area: Reporting

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Submit the Report on the Monthly Audit of Billings	For each failure to timely submit the report on the monthly audit of billings as required by Section 4.11.C.	No acceptable failure level	\$500/Each Day Report is Late
2.	Failure to Submit Annual Compensation Application on Time	For each failure to timely submit the annual compensation application as required by Section 8.3.	No acceptable failure level	\$500/Each Day Application is Late
3.	All Other Late Reports	Each occurrence of a report, as required under Exhibit D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	No acceptable failure level	\$250/Report/Day
4.	Misleading/ Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or in regard to this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	No acceptable failure level	\$250/Event
5.	Failure to Correct Submittal of Inaccurate Data in a Timely Manner	Failure to correct submittal of inaccurate data within three (3) Business Days (or such other time period as may be agreed to in writing between City and Contractor) of notification by City.	No acceptable failure level	\$500/ Day

EXHIBIT F

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
6.	Failure to Maintain or Provide Access to Records	Each occurrence of City Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information.	Less than seven (7) calendar days after report due date	\$500/Event

By placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: _____

Initial Here: _____

EXHIBIT G: CONTRACTOR'S PROPOSAL

To be included in final agreement

EXHIBIT G1: TECHNICAL PROPOSAL

To be included in final agreement

EXHIBIT G2: COST BASIS FOR PROPOSAL

To be included in final agreement

EXHIBIT G3: INITIAL RATES FOR COLLECTION SERVICES

To be included in final agreement

EXHIBIT G4: IMPLEMENTATION PLAN AND SCHEDULE

To be included in final agreement

EXHIBIT G5: APPROVED SUBCONTRACTORS

To be included in final agreement

EXHIBIT G5

APPROVED SUBCONTRACTORS

In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

Approved Facility or Subcontractor	Services

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EXHIBIT H: STAFFING

To be included in final agreement

EXHIBIT H STAFFING

Positions detailed in this Exhibit H are the maximum anticipated positions needed for the provision of Recycling, Organics, and Solid Waste Collection Services and other related services in the City.

Table 1 represents management positions, classified as salary, exempt. For positions where the employee has been identified, the name is listed.

Table 2 represents non-management positions, classified as hourly, non-exempt. Contractor will be hiring for these positions as per Section 5.7 of the Agreement.

Table 1: Management Positions

Position	Name	Classification	FTE
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
Total Management Positions			

Table 2: Non-Management Positions

Position	Name	Classification	FTE
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
		Non-Management, Non-Exempt	
Total Non-Management Positions			

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EXHIBIT I: ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

To be included in final agreement

EXHIBIT J: CART SPECIFICATIONS

EXHIBIT J

CART SPECIFICATIONS

The Cart specifications provided in this Exhibit shall pertain to all Carts provided by the Contractor to Customers on the Commencement Date of this Agreement and during the Term of the Agreement.

1. CART DESIGN REQUIREMENTS

A. General

The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. Contractor shall purchase Carts that contain a minimum of thirty percent (30%) post-consumer recycled plastic content. Contractor must submit Cart orders (including material and design specifications, colors and identification marks) to City Contract Manager for City's written approval prior to submitting the order to the manufacturer. All new Carts must be fitted with a radio frequency identification (RFID) chip to be used by Contractor for tracking, routing, inventory, or other purposes.

B. Cart Handles

The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles shall provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

C. Cart Lid

Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body or otherwise causes an interface with the Cart body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Cart from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body.

EXHIBIT J

CART SPECIFICATIONS

D. Cart Colors

The Solid Waste, Recyclable Materials, and Organic Materials Carts shall be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color of lids and Cart bodies must be uniform for each Cart type (i.e., Solid Waste, Recyclable Materials, and Organic Materials). Solid Waste Cart bodies and lids shall be grey. Recyclable Materials Cart bodies and lids shall be blue. Organic Materials Cart bodies and lids shall be green. Contractor may propose other colors for Cart lids or Cart bodies, which are subject to written approval by the City. For all colors including those prescribed in this paragraph, the Contractor shall obtain written approval from the City for the Cart colors before Contractor's purchase of the Carts.

E. Positional Markings

An arrow (at least 3 inches by 5 inches) hot stamped in white color shall be placed on the lid, indicating the direction of Cart placement. {Proposer may suggest alternative identification markings for the City's consideration.}

In character size of no less than 3/16 inches, the phrase:

PLACE CART WITH ARROW FACING
STREET FOR COLLECTION

2. CART PERFORMANCE REQUIREMENTS

A. General

All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

B. Cart Load Capacity

Depending on the capacity, the Carts shall have a minimum load capacity as noted on the following table without Cart distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (Pounds)
96	200
64	130
32/35	70
20	40

EXHIBIT J

CART SPECIFICATIONS

C. Cart Durability

Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the Term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the Service Area.

D. Chemical Resistant

Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

E. Stability and Maneuverability

The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from any direction. The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

F. Lid Performance

Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;

EXHIBIT J

CART SPECIFICATIONS

- Remain closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.

G. Repairability

Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the contractor personnel. All repairs must restore the Cart to its full functionality to meet the design and performance requirements as set for herein.

EXHIBIT K:
SB 1383 ROLES AND RESPONSIBILITIES

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

The following table provides guidance regarding BCWS and City allocation of broad responsibility for compliance with SB 1383. The table is based on the draft regulations issued for formal review by CalRecycle on October 2, 2019, and assumes use of the standard approach to compliance. The table is not intended to be inclusive of detailed requirements for compliance addressed in the body of the Agreement and does not relieve the Contractor of those specific obligations.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Collection			
1.	Commencing January 1, 2022, provide Collection Containers to generators that have lids that comply with color requirements when replacing containers or by January 1, 2036, whichever comes first (§18984.7)	City to review, comment on, and approve Container colors.	Contractor to provide Containers to City and Customers that comply with SB 1383 requirements Container lid colors shall be as such: green for Yard Trimmings Containers; brown for Food Scraps Containers; blue for Recyclable Containers; black for Solid Waste Containers.
2.	A jurisdiction may allow organic waste to be collected in plastic bags and placed in the green container if the facilities that recover the source separated organic waste provides annual written notice to the jurisdiction that the facility can remove plastic bags when it recovers source separated organic waste. (§18984.1.d)	None	Contractor shall Collect Organic Material in clear plastic bags placed inside Organic Material Containers for Processing (at SMaRT).

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
3.	Commencing January 1, 2022, clearly label or imprint all new containers or lids to include language or graphic materials indicating primary materials that are accepted and rejected in each container. (§18984.8)	City to review, comment on, and approve Container labels.	Contractor to place City-approved labels on all new Containers; labels should include text and/or graphic images that indicate primary materials that are accepted and primary materials that are not accepted for each Container type. Labels shall be placed on new Containers before or at time of initial Container delivery to Customer or to City. By the end of Agreement Term, every Customer Container shall have SB 1383-compliant labels.
Contamination Monitoring			
4.	<p>Commencing April 1, 2022, conduct route reviews such that all hauler routes are inspected annually. During each route review, inspect randomly selected containers for contaminants and determine organic waste generator compliance (organic waste generators must subscribe to collection service or self-haul organic materials; commercial organic waste generators are also required to provide color-compliant containers to their customers).</p> <p>If contamination is found during route reviews or if inspected generators are out of compliance, notify such generators of recycling requirements (§18984.5.b; 18995.1;</p>	<p>City to review, comment on, and approve route review plan and methodology provided by Contractor.</p> <p>City to review, comment on, and approve content and design of notices to be distributed by Contractor to noncompliant generators.</p>	<p>Contractor shall develop a plan and methodology, to be approved by City, for conducting annual route reviews such that an adequate number of Containers are inspected on all routes annually.</p> <p>The amount of Containers that must be inspected per Route shall be based on guidelines provided below, as referenced in Section 18984.5. The draft regulations do not specify what an "adequate" number of containers per route review entails; however, Section 18984.5 determines adequacy for a different type of contamination study based on Route populations. As such, these guidelines will be utilized for route reviews.</p> <p>1. For routes with less than 1,500 generators the study shall include a minimum of 25 samples; 2. For routes with 1,500-4,000 generators the study shall include a minimum of 30 samples;</p>

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	<p>18984.9)</p> <p>“Route review(s)” means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use cameras (§18982)</p> <p>“Hauler route” means the designated itinerary or sequence of stops for each segment of the jurisdictions collection services.</p>		<p>3. For routes with 4,001-7,000 generators the study shall include a minimum of 35 samples; 4. For routes with more than 7,000 generators the study shall include a minimum of 40 samples.</p> <p>In the event that Contractor identifies contamination, Contractor shall be responsible for affixing a City-approved notice on to Customer's Containers, documenting the location or account where contamination was present.</p> <p>Contractor shall provide monthly reports to City summarizing the results of each route review and recording, at a minimum, each contamination location, corresponding photographic evidence, and date of Customer contamination identified.</p>

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Enforcement & Penalties			
5.	Commencing January 1, 2022, conduct annual compliance reviews of commercial solid waste accounts that produce over two (2) cubic yards of solid waste per week, including organics waste (§18995.1.a)	<p>City shall provide Contractor with a list of commercial accounts that have received City-approved organics collection waivers.</p> <p>City shall approve format and content of all compliance reports provided by Contractor.</p> <p>City shall receive Contractor's report, review and clarify as needed, and report to the State.</p> <p>City shall follow-up with Contractor-indicated commercial accounts that may back-haul organic materials.</p>	<p>Annually, Contractor shall review all Commercial garbage accounts that produce over two (2) cubic yards of solid waste per week and that produce organics waste to ensure compliance with organics generator requirements described in Section 18984.9.a (subscription to organics recycling service).</p> <p>Following each compliance review, Contractor shall provide City with a report of results, including addresses, and service level information in a format accepted and approved by the City.</p> <p>Additionally, Contractor shall provide to City in quarterly reports a list of Commercial Customers that may be back-hauling organic materials. The list shall include account information including addresses and service levels.</p>
6.	From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (§18995.1.a)	City to develop content and design of compliance notices for Customers.	Contractor shall distribute City-developed compliance notices to all noncompliant Customers of Contractor annually.

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
7.	Commencing January 1, 2022, conduct inspections of Tier One commercial edible food generators for compliance with Section 18991.3. Beginning January 1, 2024, conduct inspections of Tier Two commercial edible food generators for compliance with Sections 18991.3. (§18995.1.a.2) <i>See Item 17 for outreach requirements related to edible food.</i>	None.	Contractor conduct inspections of Tier One and Tier Two commercial edible food generators.
8.	Commencing January 1, 2022, conduct inspections of edible food recovery organizations and services for compliance with Sections 18991.5. <i>See Item 17 for outreach requirements related to edible food.</i>	City to conduct inspections of food recovery services and organizations.	None.
9.	Commencing January 1, 2022, investigate written complaints received within ninety (90) days of receiving complaint; provide method for Customer who made complaint to determine results of complaint; maintain records of all complaints and responses; take enforcement action if it is determined that a violation has occurred (§18995.3)	City to investigate and maintain records of all SB 1383-related complaints received by Contractor that have not been resolved within thirty (30) days of receiving Customer complaint. Upon resolving the complaint, Contractor shall notify the Customer who made the complaint. From January 1, 2022 to December 31, 2023, if, upon investigation, City	Contractor to investigate and resolve written complaints made by Customers alleging SB 1383 violations within thirty (30) days of receiving Customer complaint. Upon resolving the complaint, Contractor shall notify the Customer who made the complaint. From January 1, 2022 to December 31, 2023, if, upon investigation, Contractor discovers a violation has occurred, Contractor shall provide City-

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
		<p>discovers a violation has occurred, City shall provide educational materials to noncompliant Customers.</p> <p>Commencing January 1, 2024, if, upon investigation, City discovers a violation has occurred, City shall take enforcement action against noncompliant Customers.</p>	<p>approved educational materials to noncompliant Customers.</p> <p>Commencing January 1, 2024, if, upon investigation, Contractor discovers a violation has occurred, Contractor shall provide City in monthly reports with a list of such noncompliant Customers.</p> <p>Contractor shall maintain all compliant records, including documentation of resolution.</p> <p>Contractor to provide City in monthly reports a list of Customer complaints that have not been resolved within thirty (30) days. The complaints list shall include Customer account information including the nature of the complaint. Such complaints shall be discussed during the monthly Franchise Roundtable Meeting.</p>
10.	Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within sixty (60) days of determining a violation has occurred, following up at least every ninety (90) days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in	City to issue penalties to noncompliant generators based on Contractor-led inspections and monthly reports submitted by Contractor that identify noncompliant generators.	Contractor to maintain records of noncompliant generators and report via monthly reports to City on issuance of noncompliant notices (e.g., contamination tags issued, route review results, commercial account review).

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	Articles 14 and 16 of SB 1383 (\$18995.4) Impose penalties on non-compliant entities (\$18997.2)		
Education & Outreach			
11.	By February 1, 2022, and annually thereafter, provide generators with information on properly separating materials, organic waste prevention, on-site recycling, community composting, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (§18985.1.a)	City to develop content and design of outreach materials and Contractor to distribute outreach materials to all Multi-Family and Commercial Customers annually. City to provide outreach materials to Contractor for website posting.	Contractor to post City-developed educational material on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request and review and make updates/changes to website on a monthly basis to ensure accuracy of information. Contractor to disseminate City-approved educational materials as requested by City.
12.	Translate educational materials required into any non-English language spoken by a substantial number of the public provided organic waste collection services by the jurisdiction (§18985.1.e)	City to translate City-developed outreach materials, and translate such materials as needed. City to provide translated outreach materials to Contractor for website posting.	Contractor to post City-developed educational material that has been translated by City on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request.

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Record Keeping & Reporting			
13.	<p>By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible party for compliance-related issues (§18994.1)</p> <p>Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (§18994.2)</p>	<p>City to compile and submit relevant documentation for the initial compliance report and the annual report.</p> <p>The City shall compile documentation that details the City's: hauler oversight; CALGreen building standard utilization; edible food recovery program; organic waste recycling and edible food recovery capacity planning; and, organic waste product procurements.</p>	<p>No later than February 1, 2022, and within two weeks of City request, Contractor shall supply City with reports documenting organic waste collection services; contamination monitoring; education and outreach efforts; and, the monitoring and enforcement program.</p>
14.	<p>Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (§18981.1, 18984.4.a, 18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2)</p>	<p>City to maintain all implementation records including: ordinances, enforceable mechanisms, contracts, or agreements; waiver and exemption records; hauler program records; edible food recovery program records; and organic waste procurement records.</p>	<p>Contractor shall enter required data including documentation of organic waste collection services; contamination monitoring; education and outreach efforts; and, monitoring and enforcement into a City-designated reporting platform (e.g., Recyclist, Microsoft Excel, a database, etc.) within five (5) business days of any change affecting data within any required reporting category and within one (1) business days of notification from CalRecycle request to review implementation record.</p> <p>In the event such information is not entered into a shared electronic platform, Contractor shall convey</p>

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
			data to the City within the required period.
Organics Procurement			
15.	Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by the CalRecycle (CalRecycle will confirm and provide notice of annual procurement requirements to jurisdictions every five years). (§18993.1)	City to procure a quantity of compost and mulch from Contractor annually. The exact quantity for procurement shall be determined by the Parties.	Contractor to transport Organic Materials collected from customers to the Approved Facility (SMaRT). Contractor shall, at City's option, procure fuels derived from organics disposal (biofuels) to power collection vehicles.
16.	Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products. (§18993.3)	City to update Sustainable Purchasing Policy with requirements set forth in SB 1383. City to provide Contractor with updated Sustainable Purchasing Policy for Contractor implementation.	Contractor to use City's updated Sustainable Purchasing Policy to meet minimum SB 1383 paper procurement requirements.

EXHIBIT K

SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Edible Food Recovery			
17.	Commencing January 1, 2022, annually provide Tier One and Tier Two edible food generators with information about the food recovery program, generator requirements, food recovery organizations and services, and edible food source-reduction information (§18985.2)	City to develop and provide to Contractor to distribute outreach materials for commercial edible food generators businesses during annual inspections.	<p>Contractor to provide outreach material to edible food generators during annual inspections.</p> <p>Contractor to post City-developed educational material on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request and review and make updates/changes to website on a monthly basis to ensure accuracy of information.</p>

EXHIBIT L: DOWNTOWN AREA

{Specialty – Downtown map(s) and text to be included in final agreement}

EXHIBIT L
DOWNTOWN AREA

EXHIBIT L
DOWNTOWN AREA

EXHIBIT M: FORM OF PERFORMANCE BOND

EXHIBIT M
FORM OF PERFORMANCE BOND

EXHIBIT M
FORM OF PERFORMANCE BOND